Cases Reported this Week.

The Solicitors' Journal and Reporter.

LONDON, JUNE 30, 1888.

CURRENT TOPICS.

A MEETING OF JUDGES is appointed to take place on Saturday, the 30th inst., for the purpose of discussing (*inter alia*) certain questions in connection with the circuits.

IT IS UNDERSTOOD that the judges of the Court of Appeal have declined to entertain proposals that some of them should again sit as a Divisional Court of the Queen's Bench Division.

IT MAY BE USEFUL to remind our readers that the new stamp duties on statements of capital of limited liability companies, mortgages of stock, &c., mortgages by deposit, and foreign or colonial share certificates, &c., will come into operation on the 1st of July next. The amount and nature of the new duties will be found explained in the memorandum of the Board of Inland Revenue, *ante*, p. 471.

IN CONJUNCTION with the limited number of chancery appeals this sittings the rapid disposal of the greater portion of those which were ready has enabled Court of Appeal No. II. to realize the anticipations recently entertained that this division would hear Queen's Bench appeals. On Tuesday last it was notified that, as soon as the appeals then in the paper of Court of Appeal No. II. were disposed of, Queen's Bench interlocutory appeals, except new trial cases and cases relating to prohibition, would be taken in that court until further notice.

THE FULL Court of Appeal are going to sit in Appeal Court No. I. on Tuesday next to hear the case of *Broad* v. *Perkins* argued. The question to be decided is whether there is a discretion to refuse a writ of prohibition to an inferior court after judgment. The Divisional Court had refused the prohibition, holding that they had a discretion in the matter after judgment. Upon this question there has been a considerable difference of judicial opinion. The Court of Appeal, consisting of the Master of the Rolls and Lords Justices LINDLEY and BOWEN, on the 15th of May last, held that the Mayor's Court had no jurisdiction to try the case, but reserved the question of discretion for argument before the full court.

IN SEVERAL CASES lately before Court of Appeal No. 1, the court have complained that, when they have asked for a note of the judge's summing-up to the jury, or of the judgment in the Divisional Court, no such note has been forthcoming. Under these circumstances the court do not know the mode in which the case has been left to the jury or the grounds of the judgment in the Divisional Court. It has always been considered that it is the duty of the junior counsel in the case to take a note of the summing-up and of the judgment for use hereafter where a shorthand note is not taken, and this seems to have been the opinion of the Court of Appeal. The truth seems to be that counsel rely now too much upon shorthand notes.

IT IS UNDERSTOOD that the case of *Re Mills' Trusts* (*ante*, p. 128), on which we commented (*ante*, p. 120), is to be taken to the Court of Appeal. Our readers will no doubt remember that this was the case in which Mr. Justice NORTH held that section 45 of the Copyhold Act, 1887, had the effect of divesting a trust estate in copyholds which had already, by virtue of section 30 of the Conveyancing Act, 1881, become vested in the personal representative of a deceased sole surviving trustee, unless that representative had meanwhile dealt with the estate. No order had been drawn up on the petition in *Re Mills' Trusts*, and the petition was placed in the paper for rehearing on Saturday last. Mr. Justice NORTH adhered to the opinion which he had previously expressed, saying that the parties had better go to the Court of Appeal.

WE NOTICED a short time ago (*ante*, p. 451) the decision of Mr. Justice CAVE in *Ex parte Kennedy, Re Willis* (*ante*, p. 474), by which attornment clauses in mortgage deeds were held to be within section 6 of the Bills of Sale Act, 1878, in virtue of the power of distress incident to them by law. We drew attention to the conflict between this decision and that in *Hall* v. *Comfort* (35 W. R. 48, 18 Q. B. D. 11), where MANISTY, J., held that the section only applied when the power was specifically given by the instrument, and Lord COLERIDGE, C.J., did not see why all leases would not be dragged in if ordinary attornment clauses were within the section. In this conflict of opinion it is fortunate that the matter has gone to the Court of Appeal, whose decision has been given this week. As we pointed out at the time, there is no difficulty in distinguishing between leases and attornment clauses, and this was done by LINDLEY, L.J., on the ground that the latter are given as a security for money. Upon the more substantial question the court sided with CAVE, J., and held that attornment clauses, to which a power of distress is incident by law, as well as instruments by which an express power is given, are equally bills of sale within the Act, provided they are given as security for money lent. With regard to the proviso at the end of section 6, exempting from its operation a mortgagee who, being in possession, has let to the mortgagor as his tenant, at a fair and reasonable rent, the court also upheld Mr. Justice CAVE's decision. By him it had been held that the mere attornment did not put the mortgagee in possession, but that there must be first an actual possession by the mortgagee under his mortgage deed, and then a subsequent demise to the mortgagor. The same view was taken by the Court of Appeal. The judgment, however, was really that of LINDLEY and LOPES, L.JJ., only, as the Master of the Rolls expressed great doubt, though without actually dissenting, and leave was given to appeal to the House of Lords.

WITHOUT VENTURING to call in question the discretion of Mr. Justice KEKEWICH to decide as he did in *Re Carr, Carr* v. *Carr* (36 W. R. 688), that it is not desirable as a general rule to order income of a fund in court to be paid to trustees, "or either of them," it may be desirable to point out the inconvenience to which this decision may give rise. The learned judge treats the matter as if such orders had only been made in exceptional cases. Seton on Decrees (p. 88) was quoted as giving a form directing income to be paid to trustees, "or either of them." It may well be that this form is only given as suitable for use in exceptional cases, but the present edition of Vol. I. of Seton was published in 1877, and the experience of those who practise in the Chancery Division is that since that date a practice has grown up, which has in effect become established, that capital money is never to be paid out of court to any less number than all the trustees who are entitled to it; and, on the other hand, that income may always, unless in very special cases, be paid to trustees, "or either of them," or "to any two or more of them." And the convenience of this course is obvious. It allows one trustee to do at his leisure that which would be difficult of performance when it should depend upon a meeting being secured of two, three, or more trustees. It obviates the necessity for disappointing beneficiaries of the receipt of their income which must arise in the event of illness of one of the trustees, or of his absence abroad. It is, however, true that the need for directing payment of income to one of two trustees is not so urgent now as it was ten years ago, as the facilities for

sending chancery dividends by post have since come into force, but in the limited number of cases in which the parties desire payment to be made in this way the alteration introduced by Mr. Justice KEKEWICH will cause dissatisfaction.

WE MENTIONED last week some of the provisions of the Lord Chancellor's Bill to amend the Companies Act, 1862. There seems to be an odd blunder in clause 2, which provides that a company shall not obtain complete registration unless it appears (sub-clause 3) that "the total number of shares held by the directors of the company is not less than one-fifth of the total number of the shares *applied for*." Most people know of recent instances in which the number of shares applied for has been greatly in excess of the nominal capital. The meaning must surely be shares "allotted." Clause 7 of the Bill, to which we did not refer last week, seems to be a useful provision. It prescribes the particulars which are to be disclosed in every prospectus, and provides that it shall be the duty of every person who issues or is a party to the issue of any prospectus to see that the prospectus discloses truly with respect to

> (*a*) the property acquired or to be acquired by the company; (*b*) the consideration paid or to be paid for such property; (*c*) the mode in which that consideration or any part thereof has been or is to be applied; and (*d*) any arrangement by which any promoter of the company or any person on behalf of or by the aid or connivance of any promoter of the company derives any benefit from any purchase or other money payable by the company or from the issue of any shares or debentures of the company,

such particulars as are within his knowledge and are material to be made known to a person invited to take shares or debentures in order to enable him to form a judgment as to the expediency of so doing. If any person makes default in the performance of this duty he is to be liable to make compensation for any loss or damage sustained by reason of such default, and, in addition, is to be guilty of a misdemeanour. This seems to be a rather strong penalty, but it is limited to cases where the default is "knowingly and wilfully" committed. Clause 8 of the Bill provides for the filing of every prospectus with the Registrar of Joint-Stock Companies; thus remedying the curious omission in the Act of 1867, which, while it required a company to disclose in its prospectus particulars of every contract, forgot to provide that the prospectus should be filed.

MR. JUSTICE KAY'S decision in *Re Jupp*, *Jupp* v. *Buckwell* (*ante*, p. 541), strikes another blow at the impression, which has very generally prevailed since the passing of the Married Women's Property Act, 1882, that the doctrine of conjugal unity has become a thing of the past. "*Eadem caro vir et uxor*" was a maxim of the feudal law, and one conclusion to be derived from that maxim is thus stated by LITTLETON (Co. Lit. 187 (*a*)): "If a joint estate be made of land to a husband and wife and to a third person, in this case the husband and wife have in law in their right but the moiety. And the cause is, for that the husband and wife are but one person in law, and are in like case as if an estate be made to two joint tenants, where the one hath by force of the jointure the one moiety in law, and the other, the other moiety." The same reasoning applied if a tenancy in common be created instead of a joint estate, or if personalty be the subject of the gift and not realty: *Warrington* v. *Warrington* (2 Hare, 54), *Re Wylde* (2 De G. M. & G. 724). That, until the Married Women's Property Act, 1882, came in force, this was the settled law of England there can be no doubt. It was so stated quite recently by the Court of Appeal in *Re March* (32 W. R. 941, 27 Ch. D. 166), and by the Privy Council in *Dias* v. *De Livera* (5 App. Cas., at p. 135). Still this doctrine of the unity of husband and wife has not always entirely commended itself to judges; and very slight indications of a contrary intention, such as the insertion or omission of the word "and," have several times been seized upon as an excuse for holding that the husband and wife took separate shares. Examples of this are to be found in *Warrington* v. *Warrington* (2 Hare, 54), *Paine* v. *Wagner* (12 Sim. 184), and *Marchant* v. *Cragg* (31 Beav. 398). Such being the state of judicial opinion, it might have been expected that the Act of 1882, which enables a married woman to acquire and hold property as a *feme sole*, would have been considered as finally doing away with the injustice which was generally felt to be caused by the application of the doctrine above stated. This was the view of the Act taken by Mr. Justice CHITTY in *Re March* (31 W. R. 885, 24 Ch. D. 222). The Court of Appeal reversed his decision upon the ground that, the will having been made before the Act came into operation and the rule being only one of construction, the will must be construed according to the old rule, with reference to which it must be presumed to have been made. The question whether the rule had been altered by the Married Women's Property Act, 1882, was carefully left undecided, COTTON, L.J., merely saying that he did not think the Act was intended to alter any rights except those of the husband and wife *inter se* (32 W. R. 941, 27 Ch. D. 166). The point left undecided by the Court of Appeal has now been decided by Mr. Justice KAY in accordance with the old rule of law. He held that under a gift by will made after the 1st of January, 1883, to a husband and wife and a third person, the husband and wife are only entitled to a moiety, each of them taking a fourth, the wife's share, of course, to be held by her as her separate property. We do not propose at present to discuss the question whether this is the correct way of reading the Act, but it may be worth while to point out that the current of the more recent decisions is in favour of the view that the *status* of a married woman has not been so materially altered by the Act as was commonly supposed. For instance, the power given to her to enter into contracts in no way alters her *status*, except so far as concerns her separate property: *McGregor* v. *McGregor* (36 W. R. 470, 20 Q. B. D. 529), *Palliser* v. *Gurney* (35 W. R. 760, 19 Q. B. D. 519); the power of disposing by will of her property as her separate property as if she were a *feme sole* does not apply to property, not in fact separate property, but come to her when actually a *feme sole*, after her husband's death: *Re Price* (28 Ch. D. 709); the power given to her to sue does not authorize her to sue on behalf of another as a guardian *ad litem*, but is only a limited power: *Re Duke of Somerset* (35 W. R. 273, 34 Ch. D. 465); and, finally, in *Wennhak* v. *Morgan* (36 W. R. 697, 20 Q. B. D. 635), it has been held that there can be no publication of a libel between husband and wife, upon the broad ground that they are still, in the eye of the law, one person. In fact, the general result of all the cases seems to shew that the Act was intended to apply, and does apply, only to dealings by a married woman with her separate estate as defined by it, and in no way alters her position apart from questions which concern her separate property.

WE REPORT elsewhere a case of *Ashby* v. *Jenner*, which has been decided by Mr. Baron HUDDLESTON, upon the question of the implied obligation incurred by a purchaser of an equity of redemption to indemnify his vendor against the mortgage. The custom to take an express covenant in the conveyance is so universal that there is little authority on the subject. There is, however, a *dictum* of Lord Eldon's in *Waring* v. *Ward* (7 Ves. 336) to the effect that, if the purchaser "enters into no obligation with the party from whom he purchases, neither by bond nor covenant of indemnity to save him harmless from the mortgage, yet this court, if he receives possession and has the profits, would, independent of contract, raise upon his conscience an obligation to indemnify the vendor against the personal obligation to pay the money due upon the vendor's transaction of mortgage; for, being become owner of the estate, he must be supposed to intend to indemnify the vendor against the mortgage." The case in question was somewhat complicated by there being first a sale by the mortgagor, and then a contract of re-purchase by him. This however was completed by conveyance to a sub-purchaser, who gave an express covenant of indemnity to the vendor. It was held by HUDDLESTON, B., that the matter was settled by the contract, that by this the mortgagor became once more in equity the owner, and was therefore liable to indemnify his vendor. Perhaps it was not sufficiently observed that such an implied covenant can hardly operate till the time of completion, and that then the vendor took as his protection an express covenant from the sub-purchaser. At the same time the *dictum* above quoted is reasonable enough to merit a liberal interpretation.

THE LIABILITY OF THE SETTLED ESTATE OF MARRIED WOMEN IN BANKRUPTCY.

THE litigation in *Re Armstrong*, which commenced before Judge Stonor in the County Court at Brentford, has now passed upon two points through the Divisional Court to the Court of Appeal, and it has had an important effect in deciding the liability of a married woman to lose in bankruptcy estate settled to her separate use. The settlement in the case was executed before marriage, and by it freehold property was vested in a trustee upon trust to pay the rents to the wife for life for her separate use, but without any restraint on anticipation, and after her decease upon trust for such persons as she should by deed or will appoint, and in default of appointment then upon trust for a child of a former marriage and the children of the present one. Upon this, when the wife subsequently became bankrupt, two questions arose; first, whether her life interest passed to the trustee, and, secondly, whether the reversion which was thus subject to her general power of appointment passed to him. The second of these points was decided against the trustee by Judge Stonor upon very good grounds. These seem to have been overlooked by the Divisional Court which reversed his judgment (17 Q. B. D. 167), but they were decisive with the Court of Appeal, which restored it (34 W. R. 709).

The liability of a married woman to bankruptcy is created by section 1, sub-section 5, of the Married Women's Property Act, 1882. By this it is enacted that "every married woman carrying on a trade separately from her husband, shall, *in respect of her separate property*, be subject to the bankruptcy laws in the same way as if she were a *feme sole*." The liability being thus limited to separate property, the only question was whether a general power of appointment, such as that contained in the settlement, could be included in these terms. That a power, although general, is in law different from property there can be no doubt, and where it is intended that it shall be for practical purposes treated as property, this is specially provided for by statute. Thus, under the Wills Act, a general devise passes the benefit under such a power, and, what is still more to the point, the Bankruptcy Act of 1883 is carefully worded so as to make powers liable, like property, to pass to the trustee. Thus it is provided by section 44 that the bankrupt's property divisible among his creditors shall include the capacity to exercise, and to take proceedings for exercising, all such powers over property as might have been exercised by the bankrupt for his own benefit at the commencement of his bankruptcy or before his discharge. There is no reason, however, for reading this clause into the Married Women's Property Act. This does not incorporate the Bankruptcy Act, but merely creates in the married woman a liability to bankruptcy in respect of her separate estate, and of her separate estate as such, and apart from any special legislative enactment a general power of appointment forms no part of such estate. This argument, of course, may appear somewhat technical, and may seem to conflict with the broad principles upon which the Married Women's Property Act may be thought to be based; but there can be little doubt as to its soundness, and when the courts have to decide upon the construction of new liabilities it is well to adhere closely to the actual enactment.

But if this is to be done in one case it must be done in another also, and while the second of the two points above mentioned was decided in favour of the married woman, the first, upon an equally literal reading of the Act, was decided against her. The life estate which she took under the settlement was of course her separate property, and as such liable, under section 1, in her bankruptcy. It has to be considered, then, whether this liability is altered by section 19. This section, so far as it is material, runs as follows:—"Nothing in this Act contained shall interfere with or affect any settlement, or agreement for a settlement, made, or to be made, whether before or after marriage, respecting the property of any married woman, or shall interfere with or render inoperative any restriction against anticipation at present attached, or to be hereafter attached, to the enjoyment of any property or income by a woman under any settlement, agreement for a settlement, will, or other instrument." This enactment has not been altogether a happy one for married women; and it has had a curious effect in subjecting property, which by the Act is secured to the wife separately, to the provisions of a settlement which was made under a different state of the law (*ante*, p. 38). Moreover, it is by no means clear that a husband cannot even now make a settlement of which the effect is to bind his wife's property, although under the old law it was meant merely to protect it from him. This was the point put by Chitty, J., in *Re Queade's Trusts* (33 W. R. 817), and in dealing with it in *Hancock* v. *Hancock* (34 W. R. 417, 38 Ch. D. 78) Cotton, L.J., thought that the Act must be followed, whatever the consequences might be. In the present case the consequences may possibly be regretted, but they do not lead to any manifest absurdity, and (in spite of the protest of the Master of the Rolls) there seems to be no reason for not allowing them.

When *Re Armstrong* was before Judge Stonor he entered into a very elaborate discussion of the different clauses of section 19, coming to the conclusion that the first was the only one applicable. Could it be said, then, that the provision of the Act which made the property liable to forfeiture on bankruptcy *interfered with or affected* the settlement within the meaning of section 19? Judge Stonor thought that it did, the result of the provision being that the property would go to the trustee instead of to the married woman. This view was adopted by the Master of the Rolls, who found it difficult to conceive a more complete interference with the settlement than this would be. To deny this, he said, was to take a point too fine for the affairs of real life. Probably this maxim, if generally adopted, would render many of the ordinary arguments of the bar futile. We ventured, when commenting upon Judge Stonor's decision (*ante*, p. 236), to suggest a view which seemed to us more correct, and which has now been adopted by the majority in the Court of Appeal, upholding the decision of the Divisional Court. There is, indeed, no real alteration of the destination of the property under the settlement. The creditors, we pointed out, only stand in the place of the bankrupt, and what they take they only take through her. Lord Justice Lindley was following out the same idea when he said that the trustee was claiming under the settlement, not against it. Moreover, he was claiming by virtue of an alienation by the married woman herself—an involuntary alienation, indeed, and one only possible by virtue of the Act; but nevertheless the possibility thus created by the Act did not *affect the settlement* under section 19, but only conferred an additional quality upon the property which the married woman took under that settlement. Indeed, if it were impossible for the Act to affect an estate taken under the settlement, as opposed to affecting the settlement itself, then there would be no need for the provision of the 2nd clause of section 19, which makes it possible still to impose a restraint upon anticipation which shall not be interfered with by the Act. As we further pointed out, it may, as a matter of public policy, be wise to allow a woman to set aside property upon which she may rely in case of bankruptcy, and the Master of the Rolls was really acting upon the desirability of this in the construction he gave to the Act. But, as we said above, the tendency to construe it quite literally which has been shewn by all the judges except Chitty, J. (in *Re Queade's Trusts*, *supra*), if adopted at all, must be adopted universally. It was perhaps impossible to forsee at the time the somewhat opposite effects which the provisions of the Act would have, but the recent cases will be a useful guide to a more careful treatment of the position of married women in relation to settlements when an opportunity for further legislation arises. Meanwhile it must be remembered that the point with which we have been dealing only arises where the settlement contains no restraint on anticipation, and there is thus an additional reason for continuing to insert this.

THE COUNTY COURTS CONSOLIDATION AND AMENDMENT BILL.

II.

The amendments in Part IV. (Procedure and Trial) must next be considered.

Clause 82, which requires notice of special defences therein specified to be given to the plaintiff, in its amended form, makes its provisions in this respect "*subject to the power of amendment conferred by this Act.*"

The 83rd clause enables affidavits for use in a county court to be sworn before (in addition to the other persons therein specified) the "*clerk to the registrar nominated by a judge for that purpose.*"

To the 86th clause, which deals with the subject of default summonses, the following prefatory words have been added:—

"*subject to any rules and orders under this Act.*" In other respects this clause has not been amended.

The 92nd clause, which indicates what is to be done where a defendant appears and admits the claim, in its amended form contains the following additional provisions—namely, "*Subject to rules and orders under this Act, a registrar may, on the application of the parties and by leave of the judge, hear and determine any disputed claim where the sum claimed or amount involved does not exceed two pounds. The judge may, after deciding or reserving any question of liability, refer to the registrar any new matter of account which is in dispute between the parties, and, after deciding the question of liability, may give judgment on the registrar's report.*"

Clause 116 regulates the important question of what costs shall be recoverable in any action brought in the High Court which could have been commenced in the county courts. This clause is, to all intents and purposes, a new clause. So far as actions of *contract* are concerned, it disentitles a plaintiff who recovers less than £20 to any costs at all, and if he recovers less than £50 to anything but county court costs: provided that, if, in any action founded on contract, the plaintiff shall, within twenty-one days after the service of the writ, or within such further time as may be ordered by the court or a judge thereof, obtain an order under [order] 14 of the rules of the Supreme Court empowering him to enter judgment for a sum of £20 or upwards, he shall be entitled to costs according to the scale for the time being in use in the Supreme Court. In regard to actions of *tort*, it is provided that a plaintiff who shall recover less than £10 shall not be entitled to any costs; while, if he recovers over £10, but less than £20, he is given county court costs only. However, in any action, whether of contract or tort, the above-mentioned restrictions as to costs will not apply where a judge of the High Court certifies that there was sufficient reason for bringing the action in that court, or if the High Court, or a judge thereof, shall by order allow costs.

With regard to actions brought in any other court than the High Court which could have been brought in a county court, clause 117, as amended, provides that the plaintiff shall only recover county court costs, and omits altogether the words, "*unless the judge shall certify that the action was a fit one to be brought in such other court,*" which the clause originally contained.

The amendments in Part V. (Appeals, &c.) now claim attention.

Clause 120, which deals with the right and mode of appeal, as amended, gives a right of appeal from the determination or direction of the judge in point of law "*or equity*" to the party aggrieved by the judgment, *direction, decision,* or order of the judge. The words in italics are new, but do not, it is believed, practically extend the right of appeal, though they render the meaning of the section clearer than it was before. The proviso contained in this clause prohibiting appeals when less than £20 is claimed, with certain specified exceptions, now includes amongst such exceptions the action of *ejectment.*

Clause 121 of the amended Bill is quite new. That is to say, it was not contained in the original Bill, though its provisions are very similar to those expressed in section 6 of the County Courts Act, 1875. It deals with procedure on appeals, and is as follows:—"*In any action or matter in which there is a right of appeal, and the judge has, at the request of either party, made a note of any question of law raised at such trial or hearing, and of the facts in evidence in relation thereto, and of his decision thereon, and of his decision of the action or matter, he shall, at the expense of any person or persons being party or parties in any such action or matter, furnish a copy of the note so taken at the said trial or hearing, or allow a copy to be taken of the same, by or on behalf of such person or persons, and he shall sign such copy, whether a notice of motion in the matter of the said appeal has been served or not, and the copy so signed shall be used and received at the hearing of such appeal.*"

Clause 122 of the amended Bill, which corresponds with clause 121 of the Bill as originally drawn, provides that, on the hearing of an appeal, the High Court may order judgment to be entered for "*any*" party, the word "*any*" being substituted for "*either,*" while clause 123 takes away the right of appeal where "*both*" parties, not "*the*" parties, shall agree not to appeal.

Clause 128 of the amended Bill, like clause 127 of the original Bill, provides that applications for prohibitions shall be finally disposed of by order, but contains the following additional provision, namely:—"*Upon any such application the judge of the court shall not be served with notice thereof, and shall not, except by the order of a judge of the High Court, be required to appear or be heard thereon, and shall not, except by such order, be liable to any order for the payment of the costs thereof; but the application shall be proceeded with and heard in the same manner in all respects as any case of an appeal duly brought from a decision of a judge; and notice thereof shall be given to or served upon the same parties as in any case of an order made or refused by a judge in a matter within his jurisdiction, as the case may be.*" This provision was much needed. Hitherto it has always been a matter of discretion for the county court judge whether he should intervene in cases of prohibition (Pitt-Lewis' County Court Practice, 3rd ed., vol. 1, p. 160). The right of a judge to appear in such cases is sanctioned by authority (*Combe* v. *De la Bere*, 31 W. R. 24, 22 Ch. D. 348), but a difference of opinion exists as to whether, when successful, he is entitled to his costs (*Combe* v. *De la Bere, ubi suprà*; *Reg.* v. *Stonor*, 50 L. T. 99), though the better opinion is decidedly in favour of the judge's right to costs under such circumstances (Pitt-Lewis's County Court Practice, 3rd ed., vol. 1, p. 167, *note* (*z*)). In future, should the amended Bill pass, prohibitions will, so far as the county court judges are concerned, be in the same category as appeals, and the county court judge himself will in no case be obliged to appear or be heard, except by the order of a judge of the High Court.

Subject to verbal alterations of no real importance in clauses 129 and 132, there are no further amendments in Part V.

In Part IV. (Replevin; Recovery of Tenements) the only amendments are in clauses 133 and 138. The former now provides, with respect to actions of replevin, that, "*in every such action the plaint shall be entered in the court of the district where the goods were seized.*" Though these words were not inserted in the original clause on the subject, they do not really alter the existing procedure. For the County Courts Act, 1846, enacts that, in every action of replevin "the plaint shall be entered in the court holden under this Act for the district wherein the distress was taken" (9 & 10 Vict. c. 95, s. 120). The latter of the two clauses above mentioned (clause 138) gives the county courts jurisdiction over actions for the recovery of small tenements where the term has expired or been determined "*by notice to quit.*" At present, to give the county courts jurisdiction, the term must have been determined by "a *legal* notice to quit," which, according to a recent decision, must be taken to mean the notice to quit required by law, and not one depending on the express stipulation of the parties: *Friend* v. *Shaw* (36 W. R. 236, 20 Q. B. D. 374). The omission of the word "*legal*" in clause 138 is an amendment which was, no doubt, suggested by this decision.

The first amendment in Part VII. (Execution; Commitment) which calls for notice is contained in clause 153. It enables the judge "*to order the discharge of any debtor confined in prison by order of a court who, on account of sickness, insanity, or other sufficient cause, ought, in the opinion of the judge, to be discharged.*" The other amendments in this part consist of verbal alterations in clauses 146, 157, 158, and 162, which do not alter the effect of those clauses, though contributing to accuracy and precision of language. But in lieu of clauses 162 and 163 of the original Bill is to be found the following clause:—"*If a judge orders any person to be committed to prison either for contempt or in pursuance of the Debtors Act, 1869, he shall order such person to be committed to a prison which shall from time to time, by order of one of her Majesty's Principal Secretaries of State, be allowed as a place of imprisonment for persons committed by the judge of such court: Provided that, until such order of a Secretary of State has been made, the person may be committed to any prison to which the judge now has power to commit him.*"

In Part VIII. (Rules; Fees; Fines; Unclaimed Money in Court), with the exception of verbal alterations of no moment in clauses 164 and 166, the only amendment is to be found in clause 167. This clause now provides, with regard to fines imposed by county courts, that they may be enforced upon the order of the judge, in like manner as payment of any debt adjudged by the court "*to be paid, or in such manner as payment of a sum adjudged to be paid on summary conviction may be enforced under the Summary Jurisdiction Acts.*" The amendment consists of the words in italics.

The amendments in Part IX. (Miscellaneous Provisions) do not call for much notice. Clauses 177, 180, 183, 187, and 188 remain

substantially as they were, subject to certain trifling verbal alterations rendering the clauses in question free from ambiguity. The only other amendments are in clause 186, which relates to the interpretation of the Act. It now provides that "court" or "county court" "*shall include and mean the judge or registrar of the court*"; and that "'*Party*' *shall include every person served with notice of, or attending, any proceeding, although not named as a party to such proceeding.*" The words in italics are new, and constitute the sole amendments in this clause.

THE WORK OF THE COUNTY COURTS.

We have been favoured with the following table indicative of the quantity of judicial work transacted in the county courts. It has been prepared with great care, and will be read with peculiar interest, at this moment, having regard to the proposed increase of jurisdiction contemplated by the County Courts Consolidation Bill, and to which reference was made in these columns last week.

I. High Court.

Common Law Actions tried in the divisional courts in London and on circuit:—

Vide Judicial Statistics, 1886, Queen's Printers, [C] 5155], Part II., p. XIX.

Defended	1,196
Undefended	173
Total	1,369

II. County Courts.

Vide County Court Returns (H.C.) 1887, 236, p. 74.

1. Common Law Issues and Actions remitted by the High Court for trial in the county courts:—

Contract Issues [above £20]	579
,, Actions ,,	192
Tort Actions [unlimited]	128
	899

Vide ibid., p. 36.

2. Actions tried in the county courts [above £50] 674

Vide ibid., pp. 62-73.

3. Actions under the Employers' Liability Act, brought in the county courts, in which they have exclusive and unlimited jurisdiction 310

Total . . . 1,883

Vide ibid., p. 34.

Note A.—Besides the above, the following actions were brought in the county courts in 1886:—

In their ordinary jurisdiction [under £50]	980,334
p. 38. In their equitable jurisdiction [under £500]	673
p. 40. In their Admiralty jurisdiction [under £300] say	273

They have in addition administered the whole bankruptcy business of the country, except what is administered by the London Court; and have also administered numerous special jurisdictions given by various Acts of Parliament; such as the Friendly Societies Acts, the Agricultural Holdings Act, the Rivers' Pollution Act, &c., &c.

Note B.—The county court returns unfortunately do not shew how many of the actions brought in the county courts actually go to trial, except as to the actions in their ordinary jurisdiction—viz., 980,334, of which 604,785 appear to be actually tried. As to the remitted actions—889, and the actions above £50—674, they are all defended, and therefore with few exceptions are actually tried; and as to the actions under the Employers' Liability Act—310, the equitable actions—673, and the Admiralty actions—270, probably one-third (at a low estimate) are actually tried.

Note C.—The County Courts Consolidation Bill, as amended by the Grand Committee of Law, gives to the county courts jurisdiction in several additional actions, both in common law and equity, and notably malicious prosecution, fraud, and mistake. It would be very difficult to estimate approximately the number of such actions which will be annually tried by the county courts in consequence of these amendments, but there is no doubt that they will be very numerous.

The Bill so amended has however also raised the limit of the jurisdiction in actions remitted from the High Court, and likewise in actions as to real property in respect of which the number of additional actions must be annually very considerable, and, estimated by simple proportion, would be as follows:—

Remitted actions, &c.—Present limit, 50; future limit, 100; present number, 899; probable future number (say) 1,800.

Real property—Present limit, 20; future limit, 50; present number, 219; probable future number (say) 500.

With reference to the remitted causes tried in the county courts, we mentioned last week that about one-half of their number are disposed of in the metropolitan county courts. The distribution of these causes, amongst the county court judges, during the year 1886, was as follows:—

6 metropolitan county court judges tried	462	remitted causes.
50 provincial county court judges tried	437	,, ,,
Total number .	899	

REVIEWS.

PROBATE PRACTICE.

Coote's Common Form Practice and Tristram's Contentious Practice and Practice on Motions and Summonses of the High Court of Justice in granting Probates and Administrations. Tenth Edition. By Thomas Hutchinson Tristram, Q.C., D.C.L. The Common Form portion revised by J. Pickering Clarke, formerly Proctor in Doctors' Commons, and one of the principal clerks of seat in the Probate Registry. Butterworths.

We have here a union of two works, which will, we imagine, be generally welcomed. Mr. Coote's Common Form Practice is well established as the standard authority on its branch, but the treatise on Contentious Practice appended to it was not full enough to satisfy the requirements of the practitioner. Dr. Tristram's comprehensive work on this subject has now been incorporated, and constitutes Part 3 of the present book. The Common Form Practice has been revised by Mr. Clarke, of the Probate Registry, and appears to have been satisfactorily brought down to date.

RAILWAY COMPANIES.

The Law of Railway Companies, being a Collection of the Acts and Orders relating to Railway Companies in England and Ireland, with Notes of all the Cases decided thereon, and Appendix of Bye-Laws and Standing Orders of the House of Commons. By J. H. Balfour Browne, Esq., Q.C., formerly Registrar to the Railway Commissioners, and H. S. Theobald, Esq., Barrister-at-Law. Second Edition. Stevens & Sons.

The new edition of this book, which may be said to include all the Acts directly or indirectly relating to railways and the decisions on all the leading Acts, appears to have been carefully prepared. We have found all the cases decided since the last edition which we have used as tests, incorporated; and the chief legislative addition, the Cheap Trains Act, 1883, and the Board of Trade Circular relating to it, are inserted. In several respects the already elaborate notes on the Lands Clauses Act have been extended. The annotation of this Act and the other leading Acts seems to us to be extremely well done, and we can speak from experience to the practical value of the work.

CHITTY'S EQUITY INDEX.

Chitty's Index to all the Reported Cases decided in the several Courts of Equity in England, the Privy Council and the House of Lords, with a Selection of Irish Cases on or relating to the Principles, Pleading, and Practice of Equity and Bankruptcy from the Earliest Period. Fourth Edition. Wholly revised, re-classified, and brought down to end of year 1883. By Henry Edward Hirst, B.C.L., M.A., Esq., Barrister-at-Law. Volume VI. Stevens & Sons.

Mr. Hirst's great undertaking draws towards a close, the present volume extending to near the end of the letter S. It includes valuable digests of the cases on partnership, powers, and settlements, and under the head of Settled Estates Acts the decisions on the Settled Land Acts are collected. The arrangement of the cases under "Settlement" strikes us as well considered and convenient.

CORRESPONDENCE.

THE CHANCERY TAXING MASTERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I think we must now infer that Mr. Walker, to whose lamented illness I some time since referred, has resigned the office of Chancery Taxing Master. I observe that his name has been removed from the wall by the door of his office, which calls attention to the matter.

Assuming, therefore, and believing that the resignation has taken place, I would venture to express a strong opinion that the vacancy should be forthwith filled up, as there are still six weeks before the Long Vacation; and the fees which would be taken by a vigorous master and able staff in those, the busiest weeks of the legal year, would probably more than pay one half-year's salary.

No fear of a popular outcry for economy should, for one moment, be allowed to affect this question, as the suitors, by their fees of 2½ per cent. on taxations, not only pay the salaries of all the Chancery taxing masters and their clerks, but also yield an annual profit of about £9,000. JAMES RAWLINSON.

Upper Holloway, N., June 27.

THE MERCHANDISE MARKS ACT, 1887.

[*To the Editor of the Solicitors' Journal.*]

Sir,—On the 14th of June Mr. Octavius Morgan is reported to have asked the President of the Board of Trade in the House of Commons whether the Merchandise Marks Act of last year was intended to apply to domestic as well as to foreign manufactures; and in reply Sir Michael Hicks-Beach said he could not give an answer on a matter of legal interpretation, but was not aware of any such limitation of the application of the Act. This appears to be a very serious question for business men, for if the Act is intended to apply to domestic manufactures, then its provisions are more far reaching than could have been anticipated, for they will govern myriads of transactions every day.

There can be little doubt of the meaning of the Act if we look at section 3, sub-section 2, which reads as follows:—"The provisions of this Act respecting the application of a false trade description to goods shall extend to the application to goods of any such figures, words, or marks, or arrangement or combination thereof, whether including a trade-mark or not, as are reasonably calculated to lead persons to believe that the goods are the manufacture or merchandise of some person other than the person whose manufacture or merchandise they really are."

Under these circumstances it is of some moment that we should realize the importance and the gravity of this Act, and I have ventured to trouble you with this letter in the hope that it might call forth some experiences of the application of the Act which any of your readers may be in a position to communicate. H. G.

June 26.

[See the articles on the Act in the four first numbers of the present volume.—ED. *S.J.*]

ARTICLED CLERKS AS ADVOCATES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Some short time ago I was instructed to prosecute in a case at a police court in one of the suburbs. Upon attending, I found the prisoner had instructed a gentleman who informed me he was an articled clerk. I thereupon told him I should object to his appearing. After examining my first witness this gentleman got up to cross-examine. I immediately objected to his doing so, on the ground that he was not a qualified solicitor, but the bench overruled my objection, stating that it was the practice of that court to allow this gentleman to appear.

I am a member of the Incorporated Law Society, and at once communicated with the secretary, and have received a letter from him stating that the council are of opinion that this is no case for their further interference.

Now, sir, if this is not a case for the council to take up, I should like to know what is? It comes to this, that if a man incurs the costs of being admitted, and pays for an annual certificate, he can do so, but he obtains no advantage for such expenditure over any person who is under articles merely.

I have, before this, been instrumental in sending several cases of encroachment upon the profession to the Incorporated Law Society, and in not one single instance has action been taken by the society. I have a fair share of advocacy, and it is most galling to find that in this special branch of the profession there appears to be not the slightest control exercised by the society, but that interlopers are allowed with impunity in our courts.

I have looked through the list of the governing body of the society, and although the names are those of lawyers of standing, I do not find the name of one single well-known London advocate. It is, no doubt, right to have men of standing on the council, but it is equally necessary that the younger men should be represented. There are at present 4,700 members of the society, and I am sure from what other solicitors have told me that many more would join if the society were more alert to our interests.

I would suggest that an effort be made to get some energetic younger men, who have their way to make, on the council, and I am willing, if a sufficient number of the members of the society will join me, to agitate until this is done. We should then in our daily practice be able to keep watch over the courts, and any case of encroachment could at once be brought before the council and dealt with.

I am quite sure that this course would have a most beneficial effect, because the persons interested would then see that this crying evil of which I complain is adjudicated upon, and not, as at present, dealt with by men only who have probably never been in a police or county court in their lives, and have no idea of what the advocacy branch is. If this did not stop the evil, we could continually agitate until the society made a determined move to obtain legislation on the subject.

F. DOUGLAS NORMAN.

4, New-court, Carey-street, W.C., June 21.

TRUST AND MORTGAGE ESTATES IN COPYHOLDS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—May I trouble you with a very few lines again in this matter, having regard to your criticism upon my letter which you were so good as to print last week?

An enactment that, where a trust or mortgage estate in copyholds may pass to several executors the lord shall be bound to admit them all upon payment of only a single fine, will not effect what, I submit, is wanted. If new trustees are to be appointed, or if the mortgage is to be paid off and reconveyed or transferred, there will have to be an admittance of the executors, followed by a surrender by them and an admittance of the new trustees or of the mortgagor or transferee as the case may be, involving two admittances and two fines. Under my scheme the executors would appoint the copyholds to the new trustees or to the mortgagor or transferee, who would take admittance without surrender, thus saving the cost of the admittance of the executors and the surrender by them.

There is a trifling misprint in the last line of page 556—the word "or" should be inserted between "inheritance" and "limited."

Hereford, June 25. H.

CASES OF THE WEEK.

COURT OF APPEAL.

THE GRAND JUNCTION CANAL CO. *v.* PETTY AND OTHERS—No. 1, 26th June.

HIGHWAY—DEDICATION—POWER OF CANAL COMPANY TO DEDICATE TOWPATH.

This was an appeal from the decision of a divisional court (Lord Coleridge, C.J., and Mathew, J.). The action was brought for trespass in breaking down a certain gate at Aylesbury leading from the high road on to the towing path of the canal. It was proved at the trial that for a long period persons had been in the habit of walking along the towing path and using it for passing from one road to another. They had never been stopped or turned back by the servants of the company unless they were carrying nets or guns. The company had, however, from time to time posted notices stating that the towpath was private property and that trespassers would be prosecuted. The jury found that there had been a dedication of the towpath to the public by the company, and judgment was entered by Pollock, B., for the defendants. The Divisional Court declined to set this aside and to grant a new trial, and the plaintiffs appealed, contending, on the authority of *Mulliner* v. *Midland Railway Co.* (11 Ch. D. 611) and *Borlock* v. *North Staffordshire Railway Co.* (4 E. & B. 798), that the company had no power to dedicate to the public any portion of the land taken for their specific purposes.

THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the proper principle had been laid down by Parke, B., in the case of *R.* v. *Inhabitants of Leake* (5 B. & Ad. 468) that a company had power to dedicate to the public so long as the user by the public would not be inconsistent with the purposes for which the company was formed. All the cases were perfectly reconcileable with that decision. It was not even suggested in this case that the public walking along the towpath in any way interfered with the canal traffic, or that the user by the public was inconsistent with the rights and duties of the canal company. That being so, the dedication could not be illegal, and since there was evidence from which the jury might reasonably infer that there had been a dedication, the verdict and judgment could not be set aside. LINDLEY, L.J., was of the same opinion. The principle appeared perfectly sound, and was consistent with all the other cases. LOPES, L.J., also thought that the company had a limited power of dedication to the extent of conferring such a right of way on the public as

would not be incompatible with the purposes for which the company had acquired the land.—Counsel, *W. Graham; Etherington Smith; Hammond-Chambers.* Solicitors, *Field, Roscoe, & Co.; Letts Brothers*, for *Parker & Wilkins*, Aylesbury.

GRAY *v.* HOPPER—No. 1, 25th June.

County Court—Action of Contract—Claim indorsed on Writ exceeding £50—Reduction of Claim below £50 by Judgment under Order 14—Power to remit Action for Trial in County Court—County Courts Act, 1856 (19 & 20 Vict. c. 108), s. 26.

Action by the plaintiff to recover £66 11s. 3d., money received by the defendant as agent for the plaintiff. Upon an application under order 14, the plaintiff obtained leave to sign judgment for £28 11s. 3d., the defendant having leave to defend as to the residue of the claim. The claim being thus reduced below £50, the plaintiff after issue joined applied under section 26 of the County Courts Act, 1856, for an order that the cause be tried in the Newcastle County Court. The Divisional Court, affirming the order of the district registrar and the judge in chambers, granted the application (36 W. R. 716). The defendant appealed, and contended that the court had no jurisdiction to make the order, citing *Osborne* v. *Homburg* (24 W. R. 161, 1 Ex. D. 48); *Foster* v. *Usherwood* (26 W. R. 91, 3 Ex. D. 1).

The Court (Lord Esher, M.R., and Lindley, L.J.) dismissed the appeal. Lord Esher, M.R., said that the cases cited were decided under section 7 of the County Courts Act, 1867, where the words were, "where such claim, though it originally exceeded fifty pounds, is reduced by payment, an admitted set-off, or otherwise, to a sum not exceeding fifty pounds." Payment and set-off were held to apply to something before action brought, and the words "or otherwise" were held to be *ejusdem generis*, and had, therefore, to receive a limited meaning. In section 26 of the County Courts Act, 1856, the words were "payment into court, payment, an admitted set-off, or otherwise." Here there was one phrase in addition which must refer to something after action brought. Therefore the words "or otherwise" could not receive a limited meaning by reason of the particular preceding words. The general words must have their natural meaning, and, therefore, there was jurisdiction to make the order. Lindley, L.J, was of the same opinion for the same reasons. There was reason for the difference in the language of the two statutes. Under the earlier Act the judge had an absolute discretion in making the order. Under the later Act the discretion was taken away. It was obvious, therefore, that if the defendant could bring himself within the section by paying money into court, he would be able of his own will to force the plaintiff into the county court. A reason therefore existed for the use of limited words, which reason did not apply to the earlier Act.—Counsel, *Tindal Atkinson; French*, Q.C., and *H. Newson*. Solicitors, *R. Greening*, for *D. E. Stanford*, Newcastle-upon-Tyne; *Pyke & Parrott*, for *R. S. Hopper*, Newcastle-upon-Tyne.

COCK *v.* ALLCOCK—No. 1, 21st June.

Practice—Commission—R. S. C., 1883, XXXVII., 5.

This was an appeal from the decision of a divisional court (Field and Wills, JJ.) (*ante*, p. 458). The action was brought by the plaintiff, who was an ice merchant residing at Brevig, in Norway, to recover the price of ice shipped in Norway by the plaintiff's servants and in the plaintiff's ship, and delivered at Ramsgate to the defendants. The defendants alleged that the ice was not as per contract. The amount in dispute was about £24. The plaintiff applied for a commission to Norway to examine himself and other witnesses. The master granted the application, but his order was reversed by Denman, J., at chambers. The Divisional Court held that the plaintiff was entitled to a commission. The defendants appealed, contending that a commission ought not to be issued where the amount was so small.

The Court (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) dismissed the appeal. Lord Esher, M.R., said that it had been contended, on the authority of *Kemp* v. *Tennant* (2 *Times* L. R. 304), that a commission must be granted in such a case *ex debito justitiæ*. That was not so. It was a matter of judicial discretion, and it ought not to be granted except on reasonable cause shewn. The reasonableness of the cause depended on all the circumstances of the case. It was the duty of the judge granting a commission to see that there was no oppression on the person applying for it, and also that the other party was not in any way prevented by it from presenting his case fairly at the trial. All the circumstances must be taken into consideration. The court were not prepared in this case to overrule the judges who had granted the commission, but they would impose terms, and would say that the costs of the commission should be in the absolute discretion of the judge who might try the case. It had been urged that the ordinary rule as to granting commissions did not apply where the plaintiff applied for a commission that he might himself be examined. In his opinion the rule as to commission was the same in regard to the plaintiff as it was in regard to any other witness, but it would be more strictly applied. Lindley and Lopes, L.JJ., concurred.—Counsel, *L. E. Pyke* and *Butler Aspinall; Meek*. Solicitors, *Wilson & Son; Turnbull, Tilly, & Monson*.

HIGH COURT.—CHANCERY DIVISION.

Re THE FORE STREET WAREHOUSE CO. (LIM.)—Kay, J., 23rd June.

Company—Reduction of Capital—Paid-up Capital reduced—Nominal Capital unaltered—Companies Act, 1867, s. 9.

This was a petition for reduction of capital. The company had a nominal capital of £480,000, in 30,000 shares of £16 each. The whole of the shares were issued, and £14 paid up on each share. In December, 1887, resolutions were passed authorizing the company from time to time to reduce its capital, and on the 20th of December, 1887, and the 4th of January, 1888, it was resolved "that in respect of each of the shares in the capital of the company, upon all of which the sum of £14 per share has been paid up, capital be paid off or returned to the extent of £3 per share so as to reduce the capital paid upon all such shares to the sum of £11 per share upon the footing that the amount paid off or returned on each share or any part of it may be called up again in the same manner as if it had never been paid." The petition asked that the resolution might be confirmed by the court. Several unreported decisions were referred to.

Kay, J., said that it appeared to have been frequently done, and he confirmed the resolutions.—Counsel, *Millar*, Q.C., and *G. T. Millar*. Solicitors, *Ashurst, Morris, Crisp, & Co.*

Re ROPER, ROPER *v.* DONCASTER—Kay, J., 27th June.

Married Woman—General Power of Appointment—Power exercised by Will—Liability of appointed Property for her Debts.

This case raised the question whether the exercise by a married woman of a general power of appointment by will has the same effect as in the case of a man—viz., to make the property appointed assets of the appointor, and so liable for her debts. The testatrix had in 1881 joined in a mortgage as surety for an advance to her husband, and had assigned a policy on her life as security, with a declaration that, as between herself and the mortgagees, she and the policy moneys should be deemed a principal debtor and security respectively for the sums thereby secured. At this date her only separate property, as to which she was not restrained from anticipation, was some furniture and the policy, but she had a general power of appointment by will over certain funds. She died in 1887, leaving her husband surviving, and having by her will, dated in 1873, exercised the power in favour of her daughter. The policy moneys were received by the mortgagees and applied in part satisfaction of their claims. This was an application by the daughter, the mortgagees appearing and consenting to be bound, to determine whether the funds so appointed had become liable to satisfy the testatrix's obligations under her covenants with the mortgagees.

Kay, J., after taking time to consider the point, decided that the funds were not liable. His lordship stated his opinion to be that in cases not within the Married Women's Property Act, 1882, whether the power of appointment were by deed or will, or by will only, an appointment by the will of a married woman did not make the property appointed liable to engagements entered into with her on the credit of her separate estate. In dealing with cases where property so appointed had been held liable, such as *London Chartered Bank of Australia* v. *Lemprière* (21 W. R. 513, 4 P. C. 572), *Mayd* v. *Field* (24 W. R. 660, 3 Ch. D. 587), and *Re Harvey's Estate* (28 W. R. 73, 13 Ch. D. 216), his lordship observed that they proceeded upon a misapplication of the earlier decisions, which treated the bond of a married women as an exercise of her power to appoint by deed, a doctrine which, as stated by Turner, L.J., in *Johnson* v. *Gallagher* (9 W. R. 506, 3 De G. F. & J. 494), and in *Re Hastings* (35 W. R. 135, 584, 35 Ch. D. 94), was now exploded. As to cases falling within the Married Women's Property Act, 1882, his lordship expressed no opinion, save this, that to make property appointed by the will of a married woman liable to her engagements under that Act, it seemed necessary to hold that the appointment by her will made the property appointed her separate property, so as to bring it within section 1, sub-section 4, of the Act.—Counsel, *Freeman; Borthwick* and *Gaselee*; *L. Field*. Solicitors, *P. Hodgkinson*, for *Pratt & Hodgkinson*, Newark; *Welbury J. Mitton; Field & Co.*

Re BRIANT, POULTER *v.* SHACKEL—Kay, J., 25th June.

Will—Construction—Direction to Deduct Debts due from Children—Legacy to Daughter—Debt due from Daughter's Husband—Equity to a Settlement.

By his will the testator, after giving the residue of his property to his wife for life and then to his children equally, directed his trustees to deduct any debt, with interest at five per cent., which might be owing to him from any or either of his said children from the shares or share to which they were entitled under his will. One of the testator's daughters was married, and the question was whether a debt of £725 5s. owed by her husband to the testator ought to be set off against her share, which amounted to about £700, or whether she was entitled to have the share or part of it settled for her benefit. The daughter was married, without any marriage settlement, in 1857; the testator died in 1877, and his widow in 1886.

Kay, J., said that the husband's right to the legacy was only derivative; he could only claim through his wife. The right of the executors to deduct the husband's debt from her legacy was subject to her equity to a settlement, and he could not accept *Knight* v. *Knight* (22 W. R. 792, 18 Eq. 487) as an authority to the contrary. £500, part of the legacy, must be settled for the benefit of the wife and her children, and the rest of her share must be retained by the executors for the benefit of the other residuary legatees.—Counsel, *Marten*, Q.C., and *Vaughan Hawkins; Mac-Swinney; Aldred Rowden*. Solicitors, *Reep, Lane, & Co.; Marshall & Haslip*, for *Beale & Martin*, Reading; *Soames, Edwards, & Jones*.

VERNON *v.* CROFT—Chitty, J., 23rd June.

Practice—Petition for Payment Out—Service of Petition—Incumbrancers of Contingent Interests which have never Vested.

In this case a petition was presented for payment out of a fund in court which had been carried over to a separate account. It was stated that the

petitioners were the persons who had ultimately become entitled to the fund in the events which had happened, and that two persons who had been entitled to contingent interests had mortgaged such interests, and the mortgagees, having put a stop order on the fund, had died before the happening of the contingency on which their interests depended. The registrar had objected to draw up any order in the absence of the mortgagees.

CHITTY, J., said that under such circumstances it was unnecessary to make such mortgagees respondents, or to serve them with the petition.—COUNSEL, *S. Dickenson*. SOLICITORS, *Garrard, James, & Co.*

Re CHIFFERIEL, CHIFFERIEL *v.* WATSON—North, J., 25th June.

PRACTICE—ADJOURNED SUMMONS—EVIDENCE FILED AFTER HEARING BY CHIEF CLERK.

A question arose in this case as to the right to use, upon the hearing of an adjourned summons, affidavits filed after the hearing by the chief clerk, no time having been fixed within which evidence was to be filed. In the action, which was brought to administer the estate of a testator, some property had been sold under the direction of the court, and the purchaser took out a summons claiming compensation in respect of an alleged misdescription of the property in the particulars of sale. The summons was heard by the chief clerk on the 19th of March, and on the 20th of March he gave his decision in favour of the purchaser. The vendors requested an adjournment to the judge, and on the 15th of May they filed some additional affidavits. No time had been fixed for the filing of evidence. On the hearing of the summons in court the reading of these affidavits was objected to by the purchaser's counsel, who contended that no affidavits filed after the discussion before the chief clerk could be used. *Re Munns and Longden* (32 W. R. 675) was referred to.

NORTH, J., allowed the affidavits in question to be used, and ordered the hearing to stand over to enable the purchaser to file affidavits in reply. And he ordered the vendors to pay the costs of the day. He said that if the chief clerk fixed a time within which evidence was to be filed, it would be the same thing as if the judge had fixed a time, subject to the right of the parties to have the matter heard by the judge personally. His lordship had not the slightest doubt as to the power of the judge in chambers to fix a time for the filing of evidence on any application. In future his lordship said that he should not allow any affidavit to be used which had been filed after the time fixed for the filing of evidence, unless he himself gave special leave to use new evidence, or the chief clerk had done so. This rule would not necessarily apply to affidavits filed after the hearing by the chief clerk, no time having been fixed for the filing of evidence. Such cases must be dealt with when they arose. [During the hearing the registrar referred the court to a manuscript note of a case of *Re Travis* (before the Court of Appeal on the 6th of May, 1885) in which, objection having been taken to the reading of an affidavit which had not been before the chief clerk in chambers, Cotton, L.J., said that all affidavits filed before the matter came before the judge in court could be used, if proper notice was given, even though they had not been used before the chief clerk. It did not appear that in that case any time had been fixed for the filing of affidavits.]—COUNSEL, *Napier-Higgins*, Q.C., and *G. H. Lea*; *Cozens-Hardy*, Q.C., and *Beaumont*. SOLICITORS, *Pickett & Mytton*; *Beaumont & Sons*.

MORITZ *v.* STEPHAN—North, J., 15th June.

R. S. C., 1883, XI., 1 (*e*); XLVI., 1—1 & 2 VICT. c. 110, s. 14—SERVICE OF WRIT OUT OF JURISDICTION — BREACH OF CONTRACT — CHARGING ORDER.

This was a motion for leave to issue a writ for service out of the jurisdiction. The intended plaintiff had recovered judgment for a debt against the person whom it was proposed to make defendant, and had, under rule 1 of order 46, obtained an order charging the judgment debt on some shares belonging to the debtor. The action was intended to enforce the charge. The defendant was resident out of the jurisdiction. Rule 1 of order 11 provides that service out of the jurisdiction of a writ may be allowed whenever (*inter alia*) (*e*) "the action is founded on any breach, or alleged breach, within the jurisdiction of any contract, wherever made, which, according to the terms thereof, ought to be performed within the jurisdiction." Rule 1 of order 46 provides that the effect of an order charging stock or shares "shall be such as is provided by the Acts 1 & 2 Vict c. 110, ss. 14, 15, and 3 & 4 Vict. c. 32, s. 1." Section 14 of the Act 1 & 2 Vict. c. 110 provides that a charging order "shall entitle the judgment creditor to all such remedies as he would have been entitled to if such charge had been made in his favour by the judgment debtor."

NORTH, J., refused the application. He said that, if there had been an actual contract by the debtor to the same effect as the charging order, it would have been only a contract to charge the shares; there would have been no contract for payment of the debt. There had been no breach of a contract to charge the shares, and therefore the rule did not apply.—COUNSEL, *E. Ford*. SOLICITOR, *C. Harcourt*.

HIGH COURT.—QUEEN'S BENCH DIVISION.

ASHBY *v.* JENNER—25th June.

PURCHASE OF EQUITY OF REDEMPTION—IMPLIED COVENANT OF INDEMNITY—CONVEYANCE TO SUB-PURCHASER.

In this case the question arose whether a person who had contracted to purchase an equity of redemption, but subsequently re-sold, the conveyance being taken direct to the sub-purchaser with an express covenant of indemnity by him, was himself also liable to the vendor on an implied covenant. In December, 1882, Ashby conveyed property to Jenner, subject to a mortgage for £2,000, and took Jenner's covenant of indemnity. In June, 1883, Jenner wished to re-sell, and offered the property to Ashby again, who at first declined it. As to what followed there was a conflict of evidence, but Ashby ultimately entered into a contract to buy from Jenner for £2,250, the conveyance to be to himself or his nominee, and the next day he contracted to sell the property in question, together with other property of his own, to Binns for £1,675. He contended that he was acting solely for the purpose of effecting a sale for Jenner, and that the transaction took the above form at the suggestion of Binns, who was a solicitor, and acted for all parties in the matter of the subsequent conveyance. Jenner, on the other hand, contended that the sale was to Ashby outright. Upon completion, the conveyance was made direct to Binns, who took subject to the mortgage and covenanted to indemnify Jenner against it. It was suggested that Ashby made a profit of £150 on the transaction, but this was denied. After Binns took possession, he disappeared, leaving the property in a deteriorated condition, and was subsequently found to be insolvent. Hereupon the mortgagees sold, and, there being a deficiency, it was made good by Ashby, who then brought this action against Jenner on his covenant in the deed of 1882. On Jenner's behalf it was contended that there had been a re-sale to Ashby, and that on the authority of *Waring* v. *Ward* (7 Ves. 336) Ashby was bound in equity to indemnify Jenner, and that thus Jenner's original covenant was discharged. In reply it was urged on Ashby's behalf that the sale was in substance one from Jenner to Binns; moreover, *Waring* v. *Ward* only applied where the purchaser had entered into possession or received the profits of the land, and, further, that any implied covenant was excluded by the express covenant taken by Jenner from Binns.

HUDDLESTON, B., gave a verdict and judgment for the defendant. The sole question was whether there was in fact a sale to Ashby; for if there was, then, not only on the principle of *Waring* v. *Ward*, but in common sense, the liability which attached to Jenner was transferred to Ashby, and although something had been said about possession and receipt of profits, these words were merely used by the Lord Chancellor as illustrative, and it was necessary to look at the end of the passage cited, where the rule is based upon the purchaser of the equity of redemption being owner of the estate. On the evidence he held that there was a sale to Ashby, who thereupon became in equity the owner of the equity of redemption. He was, therefore, liable upon an implied covenant to indemnify Jenner, and this operated as a discharge of the express covenant in the deed of 1882.—COUNSEL, *Moulton*, Q.C., and *Lightwood*; *Finlay*, Q.C., and *Shortt*. SOLICITORS, *Lincoln & Marsh*; *H. J. & T. Child*.

BANKRUPTCY CASES.

Re WILLIS, *Ex parte* KENNEDY—C. A. No. 1, 23rd June.

MORTGAGE—ATTORNMENT CLAUSE—BILL OF SALE—REGISTRATION—BILLS OF SALE ACT, 1878, s. 6.

This was an appeal from a decision of Cave, J. (*ante*, p. 474, 36 W. R. 639). On January 28, 1884, the bankrupt, who was the lessee of Willis's Rooms, in consideration of a loan of £20,000, mortgaged those premises to Lady Willoughby d'Eresby by way of subdemise, to secure the repayment of the loan. By the mortgage deed it was agreed that the mortgagee, or the persons claiming title under her, might at any time, without any further consent on the part of the mortgagor or any other person, demise, or enter into any agreement to demise, the premises on any terms she or they might think fit, provided that such power should not be exercised until such time as she or they were by law empowered to sell. The indenture further witnessed that for the same consideration the mortgagor thereby attorned and became tenant from quarter to quarter to the mortgagee in respect of the premises, at a yearly rent of £2,000 by equal quarterly payments, the first payment to be made on the first day of the month next after any interest thereby secured should have become in arrear, but all money received by the mortgagee for rent due under the attornment should be accepted in the first place in or towards satisfaction of the interest then in arrear; provided that the attornment should not make it compulsory on the mortgagee to collect the rent payable thereunder, and that she should not be accountable to a second mortgagee, or any subsequent incumbrancer, for any rent that might have been recovered under such attornment, and provided that the mortgagee might at any time after she was by law empowered to sell, without any notice, enter upon and take possession of the premises and determine the tenancy. On September 24, 1885, a bankruptcy petition was presented against the mortgagor, and on January 26, 1886, he was adjudicated a bankrupt. In the meantime, on November 8, 1885, the mortgagee distrained under the tenancy created by the attornment clause, and realized a sum of £1,715. The trustee in the bankruptcy applied for an order that Lady Willoughby d'Eresby should repay to him this sum, on the ground that the attornment clause was a bill of sale under section 6 of the Bill of Sale Act, 1878, and that the distress was void against him, because the mortgage deed had not been registered as a bill of sale. Section 6 provides that "Every attornment, instrument, or agreement, not being a mining lease, whereby a power of distress is given or agreed to be given by any person to any other person by way of security for any present, future, or contingent debt or advance, and whereby any rent is reserved or made payable as a mode of providing for the payment of interest on such debt or advance, or otherwise for the purpose of such security only, shall be deemed to be a bill of sale, within the meaning of this Act, of any personal chattels which may be seized or taken under such power of distress—provided that nothing in this section shall extend to any mortgage of any estate or interest in any land, tenement, or hereditament which the mortgagee, being in possession, shall have demised to the mortgagor as his tenant at

a fair and reasonable rent." It was admitted that the £2 000 was the fair rent of the property. Cave, J., held that the attornment was a bill of sale within section 6, and that it was not protected by the proviso, which he thought applied only to a case in which the mortgagee had taken actual possession under his mortgage deed, and had subsequently demised to the mortgagor (*ante*, p. 474). On the appeal it was argued that the proviso applied, because the mortgagee would be accountable as a mortgagee in possession, and must be deemed to have been in possession, and the rent was fair.

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.) affirmed the decision. LINDLEY, L.J., said that the attornment clause created the legal relation of landlord and tenant between the mortgagee and the mortgagor at the rent of £2,000. Section 6 did not apply to ordinary demises, nor was there any section in the Act which applied to the ordinary landlord's power of distress. It was suggested in *Hall* v. *Comfort* (18 Q. B. D. 11) that section 6 would apply to all leases. But it only applied where the power of distress was given by way of security for the payment of money. The true meaning of section 6 was, that every attornment given as security for money lent was struck at, as well as other instruments given as security which were not attornments, but which expressly conferred a power of distress. The person who drew the Act was aware that there were two forms of mortgage—the one with an attornment clause; the other without such a clause, but where there was an express power of distress given. This section made both, if given as security for money lent, bills of sale. But for the proviso, this attornment would clearly be a bill of sale. Then came the proviso, which was very difficult to construe so as to give effect to every word. The question was, Did the proviso protect all attornment clauses at a fair rent which were not preceded by the mortgagee taking possession? Assuming that the effect of the attornment clause was to make the mortgagee in possession, it gave possession at the time of the attornment and not before it. In his lordship's opinion the words "mortgagee in possession" were introduced for a purpose, and the true construction of the proviso was that it referred to a state of things in which possession by the mortgagee preceded the demise. If all attornments at a fair rent were excepted by the proviso, the section would have no effect at all. The object of the Act was to render it compulsory upon lenders of money on goods to register their securities. Certain exceptions in favour of commerce were introduced, and the relation of ordinary landlord and tenant was not affected. The Legislature extended the obligation to register to attornments in mortgages, and excepted the case of a demise by a mortgagee in possession. To bring the case within the proviso the mortgagee must first take possession and then demise. LOPES, L.J., concurred. LORD ESHER, M.R., said that he entertained great doubt, but he was not prepared to dissent from the judgment. Leave to appeal to the House of Lords was given.—COUNSEL, *French*, Q.C., and *R. O. B. Lane*; *Cooper Willis*, Q.C., and *Boydell Houghton*. SOLICITORS, *Travers Smith & Braithwaite*; *Blewitt & Tyler*.

Re ARMSTRONG, *Ex parte* THE TRUSTEE—C. A. No. 1, 23rd June.

MARRIED WOMAN — BANKRUPTCY — SEPARATE ESTATE — SETTLEMENT — MARRIED WOMEN'S PROPERTY ACT, 1882, ss. 1 (5), 19.

This was an appeal from a decision of a divisional court (Cave and A. L. Smith, JJ.) reversing a decision of Judge Stonor, the judge of the Brentford County Court (*ante*, p. 242). On November 11, 1881, Mrs. Armstrong, who was then a widow, and was about to marry again, being entitled to certain freehold houses, made an ante-nuptial settlement by which the houses were vested in a trustee, upon trust, to pay the rents to her for her life for her separate use, but without any restraint upon anticipation, and after her decease upon trust for such persons as she should by deed or will appoint, and in default of appointment upon trust for her children. On December 13, 1881, Mrs. Armstrong married a second husband. She was administratrix to her first husband, and she continued to carry on his business after his death. She incurred debts in the course of carrying on this business, and on May 6, 1884, she was adjudged bankrupt under the provisions contained in section 1, sub-section 5, of the Married Women's Property Act, 1882. The trustee in the bankruptcy received the rents of the freehold property, and an application was made by the bankrupt for an order that the trustee should pay to her the rents in his hands, amounting to £208, received by him from the tenants. By section 1, sub-section 5, of the Married Women's Property Act, 1882, "every married woman carrying on a trade separately from her husband shall, in respect of her separate property, be subject to the bankruptcy laws in the same way as if she were a *feme sole*." By section 19, "nothing in this Act contained shall interfere with or affect any settlement or agreement for a settlement made or to be made, whether before or after marriage, respecting the property of any married woman, or shall interfere with or render inoperative any restriction against anticipation at present attached, or to be hereafter attached, to the enjoyment of any property or income by a woman under any settlement." The judge of the county court held that section 19 excluded the marriage settlement from the operation of the bankruptcy, and made the order asked for. The Divisional Court reversed the decision. In so doing they followed the ground of their own previous decision in *Re Armstrong* (17 Q. B. D. 167), a decision which was reversed by the Court of Appeal (17 Q. B. D. 521, 30 SOLICITORS' JOURNAL, 587) on an entirely different ground, the court not expressing any opinion on the question which now arose.

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L JJ.) affirmed the decision, Lord Esher, M.R., dissenting from the majority. LORD ESHER, M.R., said that in order to construe section 19 it was necessary to consider the provisions and object of the Act. The main intention of the Legislature seemed to be to protect married women of limited means, who would have to exercise their industry and talents to earn their own living, and whose means might be taken by their husbands for their own purposes. The Legislature contemplated that a married woman might carry on a trade. Property settled on a woman by a marriage settlement was settled upon her for the purpose of protecting her from starvation if her husband did not support her. One would, therefore, expect that, when the Legislature wished to protect married women it would take care not to take away the protection which they previously had. The Legislature might well refuse to protect a married woman, who carried on a trade, as regarded property not settled. Married women who carried on a trade separately were to be subjected to a limited bankruptcy. Was it not probable that, out of that wreck, something would be saved to prevent the woman from starving? One would expect that property comprised in a marriage settlement would not be thrown into bankruptcy. Her earnings and her savings and her other separate property would be subject to the bankruptcy. Then section 19 contained the words "interfere with or affect" any settlement. It was said that to take away every advantageous effect of the settlement was not to "interfere with" it. In his lordship's opinion a settlement was interfered with if its ordinary and natural result or effect was done away with or diminished. The construction contended for by the trustee would do away with or diminish the natural and ordinary effect of the settlement. The Act, by section 1, sub-section 5, would throw this property into bankruptcy. Section 19 said that nothing in the Act should interfere with or affect any settlement. It seemed to him that those words took a marriage settlement out of the Act. In his opinion, therefore, this property did not pass to the trustee, and the appeal ought to be allowed. LINDLEY, L.J., said that the Act not only made that to be separate property which was not so before in the absence of some agreement or trust to that effect, but it also annexed to separate property consequences which were not before incident to it, or not incident to it to the same extent as under the Act; for example, section 1, sub-sections 3 and 4. In extending the rights of married women care had been taken to protect their creditors, and in some cases to extend their rights against the separate property of married women with whom they had dealt. Section 19 did not say that nothing in the Act should interfere with or affect the incidents annexed by the Act to separate estate, or the consequences which followed its creation. The words "interfere with or affect any settlement" meant invalidate or render inoperative any settlement. Settlements creating separate estate were to have the same effect as if the Act had not passed, and, so read, the section was an important proviso on section 2 and section 5. In this case the trustee was claiming under the settlement, not against it; he was not interfering with or affecting it. He claimed the life estate created by it, because the married woman entitled to that life estate had done an act which amounted, in point of law, to an alienation of it. It was true that but for the Act she could not have been made bankrupt, and could not have alienated her life estate in the particular mode in which she had done so. But no alienation of her life estate, voluntary or involuntary, was an interference with the settlement, nor did such alienation affect it. The second clause of section 19 shewed that interfering with a settlement meant something different from affecting an estate created by it. By far the largest part of separate property was created by settlement, and the construction contended for would take all separate property so created out of the operation of the Act. The consequence would be that the Act would have left the old law to apply to settled separate property, while the new law would apply to unsettled separate property. Such a construction of the Act would lead to the utmost confusion, and would be destructive of the main objects of the Act, which was to extend to all married women having separate estate and to their creditors the rights enumerated in the various sections. His lordship could find no warrant for drawing any distinction between separate property acquired by settlement and separate property otherwise acquired, as regarded the consequences attaching to it when acquired. LOPES, L J., agreed with LINDLEY, L.J. There being no restraint upon anticipation, the married woman had an absolute power of disposing of her separate life estate, and it would be subject to bankruptcy under section 1, sub-section 5. Then came section 19. In his opinion, it would require strong and and unequivocal language to justify the meaning contended for by the bankrupt. That section referred to an interference with the provisions of a settlement, not to an interference with settled property over which the married woman had absolute control. The trustee was not claiming in derogation of the provisions of the settlement, he was really claiming under it, and in affirmance of its provisions—claiming in the same way as any other alienee to whom the life interest was conveyed, the only difference being that the alienation was the act of the law and not the voluntary act of the party. In his lordship's opinion the life interest of the bankrupt was her separate property within section 1, sub-section 5, and section 19 did not prevent the application of that sub-section. [It should be observed that in this case there can be no appeal to the House of Lords, the decision of the Court of Appeal being made final by the Bankruptcy Act of 1884.]—COUNSEL, *T. Ribton*; *Yate Lee*. SOLICITORS, *Woodbridge & Sons*; *J. A. & H. E. Farnfield*.

CASES AFFECTING SOLICITORS.

REG. *v.* HIS HONOUR JUDGE JORDAN—C. A. No. 1, 22nd June.

In this well-known case Mr. William Turner, solicitor, obtained a rule *nisi* against Judge Jordan to set aside an order of commitment of Mr. Turner for contempt of court. A divisional court (Cave and A. L. Smith, JJ.) discharged the rule (36 W. R. 589). Mr. Turner appealed.

THE COURT dismissed the appeal. LINDLEY, L.J., said that it was settled law that if there was before the county court judge anything from which he could reasonably infer that a wilful insult had been offered to

him, the court could not go behind his decision. The court had only power to act if the conduct of the county court judge had been illegal. They could express no opinion on questions of taste, or temper, or of discretion or indiscretion. Therefore, was the county court judge justified in treating this as a contempt? By section 113 of the County Courts Act (9 & 10 Vict. c. 95), if any person should wilfully insult the judge, it should be lawful for any officer of the court to take him into custody and to detain him until the rising of the court, and the judge should be entitled by warrant under his hand and the seal of the court to commit such person to prison for not more than seven days or to impose a fine not exceeding £5. Now, in his opinion, it was impossible to say that there were no materials from which the judge might infer that he had been wilfully insulted. He would not attempt either to justify or to blame the conduct of the county court judge. The words used by Mr. Turner were not in dispute, and when, later in the day, he had been asked to apologize for them he had declined to do so. It was absolutely impossible for judges who had not been present to realize the whole of what took place; but it was equally impossible to say that the judge might not infer a wilful insult. But it had been said that the warrant was bad because it was for an absolute committal and not for a committal until a fine was paid in accordance with the first order of the judge. But by the Act the only power the county court judge had to fine or commit was by warrant under his hand and the seal of the court. That was equally applicable to fine and committal. Therefore, when the judge first said that he fined Mr Turner, it was absolutely inoperative until the warrant was issued. The judge might at any time, therefore, alter his decision and commit him instead of fining him. The warrant was for the absolute committal of Mr. Turner, and, in his opinion, would not be suitable if a fine had been imposed; but no fine was imposed, in his opinion, since it could only be imposed by warrant. The warrant was, therefore, good, and the appeal must be dismissed. LOPES, L.J., said that the case was of some importance, and the incident which had produced it was regrettable, and might have been avoided by the exercise of a little tact and temper on both sides. The powers given to county court judges of punishing for contempt were very important and should not be used arbitrarily or capriciously, but with temper and moderation. The first question was whether there was any reasonable ground for holding that the expression addressed to the judge was contemptuous. In his opinion it was capable in law of such a construction. The inference had been drawn by the judge that it was contemptuous, and the court could not, therefore, review the conclusion at which he had arrived. As to the warrant, it was clear that, until it was issued, Mr. Turner could not have been arrested, nor the fine recovered from him. Therefore, all that passed before the warrant was issued was absolutely inoperative, and the warrant was good and could not be quashed.—COUNSEL, *Willis*, Q.C., and *Vaughan Williams; Henn Collins*, Q.C., and *C. A. Russell.—Times.*

LAW STUDENTS' JOURNAL.

UNITED LAW SOCIETY.

CONGRESS OF LAW SOCIETIES AND LAW STUDENTS.

The sittings of the congress were resumed in Lincoln's-inn Old Hall on Friday, the 22nd inst., when Mr. A. S. TROTMAN (Bristol Law Students' Society) presided.

THE LIBRARY.

Mr. J. R. YATES (secretary United Law Students' Society) gave an account of what had been done with regard to the new library of the society. The subject was one which had presented considerable difficulty, inasmuch as the society was not in possession of a building. His remarks with regard to it must be considered more in the light of a personal suggestion than as an authoritative statement on behalf of the society. It would be admitted by everyone that it was most desirable that every law student should have easy access, not only to current text-books, but also to the legal newspapers, and at the present time the means of access to such works were few, whilst the expense was very considerable. A student must either belong to one of the circulating libraries in London and other large towns, or else he must belong to the *Law Notes* Library and Stevens's Library, when he would have to pay an annual subscription of £2 2s. or £3 3s., and even then he only had access to one branch of the three necessary branches—namely, current text-books—and had no opportunity of reading the law newspapers, which every student who wished to keep himself well up in current cases ought to have, nor had he an opportunity of consulting the law reports; and, unless he was in an office which had a very large library, he had no opportunity—except he also belonged to the Law Institution, when he would have to pay another £2 2s. a year—of consulting these works. It was very desirable that a student should be able to watch the new cases and other matters, which could only be got at by means of the legal periodicals. Even if he had a ticket for the library of the Law Institution, the odds were very much in favour of his finding the book which he wished to read in use and perhaps bespoken. The question of expense, of course, met them in connection with the new library, but one of the delegates to the congress had generously placed at their disposal a room in which the library could be placed, and the room was very central and not far from the building in which they were met. The delegate had also given them the free use of his full and valuable collection of law reports; and another member of the congress had offered them the use of the series of legal newspapers for which he subscribed. It remained to add the text-books, and this would be a question for the society to consider. He hoped in time, if the scheme were well supported, to get two sets, so that one might be used as a circulating library. He would point out that the library would be of great use to the members of the societies in association. Most of them came up to town for a few months during their articles, and for a subscription of five shillings or so they would have the free use of it. Sixty London members and twenty country members—which was a very low estimate—would bring in £20 a year, and the library could very well be kept up for this sum. To have the privilege of reading there, a man must, of course, either be a member of the United Law Society or of a society in union.

Mr. F. R. LEACROFT (Birmingham Law Students' Society) said the country societies had already to pay subscriptions for one or two other purposes, and they were now to be asked to pay a further subscription. There was a strong opinion on the part of many members that they got no material benefit from union with the London society.

Mr. H. W. MARCUS (United Law Society) said that in the first place the country members had the benefit of the society's magazine, of which they had a portion to themselves, and through the magazine they knew what was to go on in the London society as well as in the country societies. Members of societies in union, when they came up to town, were able to join the London society without paying an entrance fee as well as the Legal Correspondence Department. It was also under consideration to appoint a standing legal adviser to assist the country societies in the matter of examinations and so on. This would prevent the necessity of employing "coaches" in preparing for the examinations and so save considerable expense. Besides, it must be remembered that each country society paid a fee of one guinea, which included the whole of its members, and, divided amongst them, would come to a very small sum from each.

Mr. CLARKE (Leeds Law Students' Society) defended the society. The advantages derived from it were very considerable. He suggested that other articled clerks than members might join the library on paying an increased fee.

Mr. LAZARUS, M.A., B.C.L. (United Law Society), thought that if this suggestion were adopted the library would be inconveniently crowded.

Mr. H. TAYLOR (Wolverhampton Law Students' Society) supported Mr. Clarke's suggestion.

Mr. P. SHORT, M.A., B.C.L. (Birmingham Law Students' Society), said that unless the library was a very good one it could not compete with existing libraries.

Mr. J. L. V. S. WILLIAMS (Bristol Law Students' Society) thought there was no danger of getting the library overcrowded. He supported Mr. Clarke's suggestion.

FUSION OF THE PROFESSION.

Mr. A. K. COMMON (United Law Society) moved:—"That while this congress views with aversion the proposed fusion of the two branches of the profession, it is of opinion that increased facilities should be afforded to barristers and solicitors respectively desiring to pass from one branch to the other, and that solicitors should be made eligible for county court judgeships and other minor judicial posts." He said that there was a preliminary objection which might be made to the fusion of the two branches of the profession, and it was this—the vast majority of solicitors did not practise in London, so that they would be unable to appear as barristers except, perhaps, at the quarter sessions and the assizes. He believed that the bar would gain much more by fusion than solicitors would gain. The fact that solicitors had frequently to have recourse to counsel had created a false impression in the public mind that the barrister was more capable of undertaking legal work than the solicitor was. This was only partially true. Each could do that work best to which he had been accustomed. But the prevalence of this idea would, in his opinion, lead many people to go direct to counsel with all their legal business, although most of it could be done more satisfactorily by men who, before the change, had been solicitors. He feared that the little advocacy which most solicitors would get would not compensate them for the loss of business in other directions. But the principal objection to fusion was that the functions of the two branches of the profession were totally distinct, and required a different training, and very dissimilar mental qualities. A man could become a successful case lawyer or an advocate only by long study and experience, and as the result of all his energies having been directed to that particular work. Were the practice of a solicitor and that of a barrister to be carried on indiscriminately, there might appear to be a saving of cost at the outset, but this saving would be attended by ultimate loss to the clients through the frequent bungling and incapacity of their legal advisers. Mr. Common proceeded to say that, although he was opposed to fusion, yet he was strongly of opinion that increased facilities should be afforded to solicitors desiring to pass to the other branch of the profession. Mr. Common concluded by moving the resolution standing in his name.

Mr. HART (Manchester Law Students' Society), in seconding the motion, said that he did not think solicitors would derive much benefit from the proposed change.

Mr. LEACROFT moved an amendment: "That in the opinion of this congress it is desirable to amalgamate the two branches of the profession." He thought there was no reason why either the barrister or the solicitor should lose clients in taking up the other branch. He urged that the change would be for the benefit of the public.

Mr. J. G. HURST (Birmingham Law Students' Society) seconded, expressing his belief that fusion would come, and would prove to be to the interest of the bar, solicitors, and the public.

Mr. R. P. GLASGOW (Hull Law Students' Society), who supported the resolution, said he was a solicitor, and had entered for the bar. Not having been admitted five years, he was compelled to read for three years after his name had been removed from the roll. He had applied for exemption from the Bar Preliminary, but that had been refused, so he

had gone up and passed it. But he objected to having to present himself for so childish an examination, and to having to waste three of the best years of his life. He believed that if solicitors were allowed to be made county court judges they would get a far better class of men than at present. The county court registrar was often a far better lawyer than the judge.

Mr. LAZARUS and Mr. G. A. BARTON (Birmingham Law Students' Society) having spoken,

Mr. M. R. AIYANGAR (United Law Society) said that in the Colonies fusion existed, and it was found that clients went direct to the barrister, leaving solicitors little to do. He anticipated that the same result would follow here.

Mr. E. F. S. PEARSON (Leeds Law Students' Society) and Mr. WILLIAMS having spoken,

The amendment was negatived, the voting being 8 in its favour and 21 against, and the motion was carried by 18 votes to 9.

CERTIFICATE DUTY.

Mr. M. MOORE (Sunderland Law Students' Society) moved a resolution, of which Mr. Appleby (Sunderland Law Students' Society) had given notice as follows:—"That solicitors should be relieved of the necessity of paying an annual fine for the renewal of their certificates to practise."

Mr. W. ODDIE (Bradford Law Students' Society) seconded.

The SECRETARY, in answer to remarks made by the previous speakers, said that the resolutions passed would be forwarded to the proper quarters, and every endeavour be made to carry them into effect.

Mr. R. WATSON (Bradford Law Students' Society) urged that a deputation should attend the Incorporated Law Society with regard to the matter.

The SECRETARY was of opinion that the better plan would be to embody it in a petition to the House of Commons.

The motion was carried, with the addition of the following words:—"That the resolution be forwarded to the Lord Chancellor, and that a committee be appointed of the delegates and others interested to keep the matter before Parliament."

AFTERNOON SITTING.

Mr. A. W. WILLEY presided at the afternoon sitting.

BAR AND SOLICITORS' EXAMINATIONS.

Mr. J. E. FORTY, B.A. (Oxford University), read a paper written by Mr. J. S. Green, M.A., B.C.L. (United Law Society), on the subject of "The Bar and Solicitors' Examination, and the Educational Facilities at Present open to Students." The paper urged that the examinations in question were far below the standard which ought to be adopted. He suggested the addition of Roman Law and Jurisprudence to the Solicitors' Final Examination.

Mr. C. DUNDERDALE (Manchester Law Students' Society) moved: "That each provincial law students' society should appoint a professor or professors to give lectures to the members on the subjects necessary for the intermediate and final examination, and that the Incorporated Law Society be called upon to contribute funds for this purpose proportionate to the size of the country society." He examined with considerable detail the work of the Incorporated Law Society in connection with the education of solicitors. Up till 1877 the society deserved the thanks of the profession for what they had done in this respect, but since then their inactivity had been quite inexcusable. The Act of 1877 was intended to place the education of solicitors on a firmer footing. He called attention to section 8 of the Act, which provided that all moneys psid to the society in respect of the examinations should be applied in payment of the expenses incurred by the society in the examinations. The society had received since 1887 in respect of students' fees £100,000, and their balance-sheets shewed an annual expenditure of somewhere about £4,000, £2,000 only of which was devoted to the purposes of education. There was a balance of £60,000 which ought to have been applied to the better education of law students. Not one scholarship or exhibition had been established out of the funds. The society ought to make grants out of its fund to every law society in proportion to its size.

Mr. WILLIAMS seconded. The Incorporated Law Society received £10,000 or £11,000 every year for educational purposes, and paid off their mortgage debt with the greater part of it. It was their duty to provide lectures in the provincial towns for law students, and attendance at the lectures should be made compulsory. It was difficult to get articled clerks to attend lectures. He proposed to add to the resolution "That attendance at the lectures be made compulsory."

Mr. J. G. HURST (Birmingham Law Students' Society) thought it would be impossible to make attendance upon lectures compulsory.

Mr. ODDIE supported the resolution.

Mr. BARTON was opposed to compulsory attendance.

Mr. MOORE thought that classes would be more popular than lectures.

Mr. WATSON supported the resolution.

Mr. MARCUS protested strongly against the manner in which the Law Society applied the funds they received for educational purposes.

Mr. TROTMAN urged that it should be shewn that the feelings of the law students throughout the country had been aroused with regard to the subject.

Mr. DUNDERDALE having replied, the resolution was carried *nem. con.*

Mr. LEY (Manchester Law Students' Society) moved:—(i.) "That the Incorporated Law Society should institute scholarships for the benefit of articled clerks." (ii.) "That the present system of legal education with regard to articled clerks is defective, and is urgently in need of reform." (iii.) "That articled clerks should have the power of presenting themselves at the intermediate examination at any time after the expiration of the first year of service of articles."

Mr. T. B. NAPIER, LL.D. (United Law Society), seconded the resolutions, expressing himself in favour of scholarships, which would prove a strong stimulus to articled clerks. He admitted that the Incorporated Law Society had done much to raise the *status* of the profession and to guard the interests of solicitors, and said that the argument that they received £8,000 a year from students and returned nothing for it would not hold water. Scholarships should be established, even if the students had to pay increased fees on presenting themselves for examination.

Mr. HART thought that articled clerks were usually to blame on account of their want of interest in their work during their articles.

The resolutions were unanimously adopted.

THE DINNER.

The annual dinner of the society was held at the Holborn Restaurant in the evening, when the Rt. Hon. Lord MACNAGHTEN presided, and nearly 100 gentlemen were present. Mr. DUNDERDALE proposed the toast of "The Legal Profession," Mr. ROMER, Q.C., responding for the bar, and Mr. CHAS. FORD for solicitors. The health of "The Country Law Societies" was submitted by Dr. B. NAPIER, and acknowledged by Mr. SHORT and Mr. TROTMAN. The CHAIRMAN, in proposing "Success to the United Law Society," spoke of the importance of the work performed by the society. Mr. COMMON having responded, the health of the chairman was given by Mr. YATES and duly acknowled, and the proceedings terminated.

SATURDAY'S PROCEEDINGS.

Mr. SHORT presided at Saturday's meeting.

PROSPECTS OF THE PROFESSION IN THE COLONIES.

Mr. AIYANGAR read a paper on this subject. From personal knowledge he spoke of the advantage both to barristers and solicitors of going to India, but said that it was necessary to know the native dialects in the district in which one practised.

Mr. TROTMAN drew a somewhat gloomy picture of the opportunities of a solicitor in Canada.

Mr. E. W. PEARSON, B.A. (United Law Society), having spoken.

The SECRETARY said that there was little prospect of a solicitor succeeding in Australia.

Mr. W. S. SHERRINGTON, M.A. (United Law Society), said that the prospects were equally bad for young barristers at the Cape.

THE PROPOSED LAW UNIVERSITY.

Dr. NAPIER read a paper on the proposed establishment of a law university, stating his opinion that it was undesirable to form a new body to compete with the old universities, and expressing doubts as to its success.

Mr. PEARSON moved:—"That in the opinion of this congress it is desirable to turn the Inns of Court into a teaching university."

Mr. AIYANGAR seconded the resolution.

After a discussion in which Mr. SHERRINGTON, Mr. BARREN (United Law Society), and others took part, the resolution was adopted by eight votes to six.

INNS OF CHANCERY.

Mr. MARCUS moved:—"That steps ought to be taken to prevent the sale of the remaining Inns of Chancery." He urged that the society should form a fund for the purpose of rescuing the ancient rights and privileges of solicitors in connection with the Inns.

Mr. VIDLER (United Law Society) seconded.

Mr. STERRE (United Law Society) having spoken, the motion was carried unanimously.

UNQUALIFIED PRACTITIONERS.

Mr. WILLIAMS read a paper on the subject of unqualified practitioners, and the law as it related to them, moving a resolution urging that prompt steps should be taken by the Incorporated Law Society to put down the encroachments of unqualified persons on the rights of the profession, and that any steps which may be necessary be taken to amend the law with this object.

Mr. COMMON seconded, and Mr. VIDLER having spoken, the motion was unanimously adopted.

Mr. TROTMAN moved, and Mr. MOORE seconded, and it was carried unanimously: "That the delegates from the country desire to express to the United Law Society their hearty thanks for the hospitality they had received." This terminated the proceedings.

THE JUNE FINAL EXAMINATION.

At the June Final, at which there were a great number of candidates, the papers were given out in what has now apparently become an established order, and presented no peculiar difficulty.

The Conveyancing paper consisted of three questions on Landlord and Tenant, two on Vendor and Purchaser, one on each of the following statutes:—Locke King's Act, Settled Land Act, and Partition Act; five on general points in Real and Personal Property, while the remaining two questions tested the candidate's knowledge of the form of an assignment and will by requiring short heads to be given. We should be glad to see this latter feature of testing candidates in conveyancing practically a little more developed, although, on the whole, the paper was a well-arranged and fair test.

The Equity paper, taken as a whole, was perhaps more difficult. Four of the questions were on Practice, two on Executors' Duties, two on Trusts, two on Partnership and Company Law, and the rest on ordinary topics of Equity Jurisprudence, such as Injunctions, Specific Performance, Satisfaction, &c. Brett's Leading Cases in Modern Equity would be found very useful as a text-book for some of the questions, especially for the second and third in the paper.

The Common Law and Bankruptcy Paper must have given great satis-

faction to any fairly-read student. Of the eleven Common Law questions four were on Practice, and the remaining seven, on principles, were simple and fair. Perhaps the tenth would puzzle many of the examinees. The four questions on Bankruptcy present no peculiar feature.

In Criminal Law a much fairer paper was set this time than at former examinations, and the only objection we have to make is to the fifth question—"Quote statute and chapter of the Margarine Act." Surely this is absurd. Who can keep all the chapters of the less important statutes in his head? Still, the candidates may consider their fate fortunate as compared with that of their immediate predecessors. The Probate, Divorce, and Admiralty paper was of a simple and straightforward nature.

LEGAL NEWS.

APPOINTMENTS.

Mr. James Kenneth Stephen, barrister, has been appointed Clerk of Assize, Clerk of the Crown, and Associate on the South Wales and Chester Circuit, in succession to the late Mr. Charles Sumner Maine. Mr. Stephen is the second son of Mr. Justice Stephen, and was born in 1859. He was educated at Eton, and he is a fellow of King's College, Cambridge, where he graduated in the second class of the Law Tripos in 1882. He was called to the bar at the Inner Temple in June, 1884, and he practises in the Chancery Division.

Mr. Alfred Henry Sill, solicitor, of Middlesborough and Redcar, has been appointed Clerk to Redcar Local Board. Mr. Sill was admitted a solicitor in 1876.

Mr. George Travell Travell, solicitor, of Nottingham, has been appointed Clerk to the Carlton Local Board. Mr. Travell was admitted a solicitor in 1877.

Mr. Francis Joseph Greathead, solicitor, of Richmond & Reeth, has been appointed Clerk to the Marrick United District School Board. Mr. Greathead was admitted a solicitor in 1880.

Mr. Joshua Gittens Knight, barrister, has been appointed Registrar of Friendly Societies for the island of Barbadoes, Mr. Knight is the fourth son of Mr. Joshua Gittens Knight, and was born in 1842. He was called to the bar at the Middle Temple in January, 1885.

Mr. James John, solicitor, of Carmarthen, has been appointed Solicitor to the Carmarthen Starr-Bowkett Building Society. Mr. John was admitted a solicitor in 1883.

GENERAL.

In the House of Lords on Monday Lord St. Oswald presented a petition from the Sheffield District Incorporated Law Society against the third reading of the Land Transfer Bill.

It is stated that Mr. Bedford, the coroner for the City and Liberty of Westminster, has signified to the Dean and Chapter of Westminster his intention of resigning the office of coroner early in July. Mr. Bedford has held the office for forty-three years.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 1.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Mon., July 2	Mr. Lavie	Mr. Pemberton	Mr. Jackson	Mr. Koe
Tuesday ... 3	Pugh	Ward	Carrington	Clowes
Wednesday 4	Leach	Pemberton	Jackson	Koe
Thursday.. 5	Beal	Ward	Carrington	Clowes
Friday 6	Godfrey	Pemberton	Jackson	Koe
Saturday... 7	Rolt	Ward	Carrington	Clowes

		Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, July	2	Mr. Beal	Mr. Rolt	Mr. Pugh
Tuesday	3	Leach	Godfrey	Lavie
Wednesday	4	Beal	Rolt	Pugh
Thursday	5	Leach	Godfrey	Lavie
Friday	6	Beal	Rolt	Pugh
Saturday	7	Leach	Godfrey	Lavie

WINDING UP NOTICES.

London Gazette.—Friday, June 22.

JOINT STOCK COMPANIES.

Limited in Chancery.

Chesterton Coal and Iron Co., Limited.—Chitty, J., has fixed Monday, July 2 at 11, at his chambers, for the appointment of an official liquidator

Henry K. Terry and Co., Limited.—Kay, J., has fixed June 30 at 11.30, at his chambers, for the appointment of an official liquidator

New Otto Printing Co., Limited.—Petn for winding up, presented March 2, heard on March 17, when Kay, J., made an order continuing the voluntary liquidation of the company. Vanderpump & Eve, Gray's inn sq, solors for petner

Unlimited in Chancery.

South London Fish Market Co.—By an order made by Kay, J., dated June 11, it was ordered that the company be wound up. Lowless & Co., Martin's lane, Cannon st, solors for petners

County Palatine of Lancaster.

Limited in Chancery.

Birkdale Victoria Brewery Co., Limited.—The Vice-Chancellor has, by an order dated June 4, appointed Mr. James Pollitt, 25, London st, Southport, to be official liquidator

FRIENDLY SOCIETIES.

Suspended for Three Months.

Chandos Arms Benefit Society, National Schoolroom, Whitchurch, Aylesbury, Buckingham. June 18

Ebenezer Sick and Burial Society, 14, Wharf st, Newcastle under Lyme, Stafford. June 14

Mortuary Guild of St. Marie's Friendly Society, 67, Bolton Park st, Halifax, York. June 18

London Gazette.—Tuesday, June 26.

JOINT STOCK COMPANIES.

Limited in Chancery.

Anglo-Continental Ice Share Trust, Limited.—Petn for winding up, presented June 21, directed to be heard before Kay, J., on Saturday, July 7. Rooks & Co., King st, Cheapside, solors for petner

Anglo-Danubian Steam Navigation and Colliery Co., Limited.—Chitty, J., has, by an order dated June 14, appointed Thomas Abercrombie Welton, 5, Moorgate st, to be official liquidator

Bavarian Brewery Co., Limited.—By an order made by North, J., dated June 16, it was ordered that the company be wound up. Foster, Queen st place, solor for petners

Fifth Avenue Hotel, Brighton, Limited.—Petn for winding up, presented June 21, directed to be heard before Stirling, J., on July 7. Whitfield & Richardson, Finsbury pavement, solors for petners

Licensed Victuallers' Mutual Trading Association, Limited.—By an order made by Chitty, J., dated June 16, it was ordered that the voluntary winding up of the association be continued. Gorton, Bedford row, solor for petner

Netherseal Colliery Co, Limited.—By an order made by North, J., dated June 16, it was ordered that the voluntary winding up of the company be continued. Morten, jun, Newgate st, solor for petners

County Palatine of Lancaster.

Limited in Chancery.

Lancashire House Owners' Investment Co, Limited.—Creditors are required, on or before July 19, to send their names and addresses, and the particulars of their debts or claims, to William Crossman Spencer, 4, Cook st, Liverpool. Tuesday, Aug 7, at 11, is appointed for hearing and adjudicating upon the debts and claims

Woolstenhulmes, Rye, & Co, Limited.—Petn for winding up, presented June 25, directed to be heard before Bristowe, V.C., at the Assize Courts, Strangeways, Manchester, on Wednesday, July 4, at 11. Tweedale & Co, Manchester, solors for petner

Woolstenhulmes, Rye, & Co., Limited.—Petn for winding up, presented June 21, directed to be heard before Bristowe, V.C., at the Assize Courts, Strangeways, Manchester, on Thursday, July 12, at 11. Booth, Oldham, solor for petner

FRIENDLY SOCIETIES DISSOLVED.

General Funeral Society, Belle Vue, Tideswell, nr Sheffield. June 21

Puttenham Friendly Society, Jolly Farmer Inn, Puttenham, Surrey. June 23

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, June 15.

Alderson, John, Park Top, Marske, York, Farmer. Aug 1. Rogers, Richmond, Yorks

Alexander, Samuel, College rd, Clifton, Auctioneer. July 10. Osborne & Co, Bristol

Ambrose, Rev John, Copford, Essex, Clerk. July 29. Elwes & Turner, Colchester

Andrewes, Thomas, East Malling, Kent, Gent. July 16. Ellis, Maidstone

Archbutt, John, Buckingham Palace rd, Wine Merchant. July 31. Child & Norton, Sloane st

Brassey, Right Hon Annie, Baroness, Normanhurst, Sussex. July 14. Norton & Co, Victoria st

Browne, Elizabeth Augusta, St Ann's Heath, Virginia Water, Egham. July 15. Ravenscroft & Co, John st

Cates, Frederick Dawson, Amherst rd, Hackney, Victualler. July 30. Loxley & Morley, Cheapside

Chambers, Elizabeth Eleanor, Dalling rd, Hammersmith. July 31. Blandy & Co, Reading

Crossfield, Elizabeth, Trafalgar rd, Southport. July 11. Needham & Co, Manchester

Dod, John Woodwell, Pembroke rd, Clifton, Bristol, Merchant. July 10. Osborne & Co, Bristol

Edwards, John Aubrey, Morriston, Glamorgan, Linen Draper. July 23. Smith & Son, Swansea

Felber, Sara, Withington, Lancaster. Aug 1. Earle & Co, Manchester

Gallon, Joseph, Scarlet hall, Cambo, Northumberland, Farmer. Aug 1. Wilkinson & Marshall, Newcastle-upon-Tyne

Godfrey, William, Swan lane, Crayford, Kent, Gent. July 2. J. & J. C. Hayward, Dartford

Grainger, William Woodruff, Buckingham villas, Clifton, Bristol, Gent. July 20. E. & E. A. Harley, Bristol

Halford, Benjamin, Bournemouth, Esq. Aug 1. Montague, Bucklersbury

Hatherton, Right Honourable Edward Richard Baron, C.B., Teddesley, Stafford. July 25. Hand & Co., Stafford

Hayward, George, Cambridge villas, New Southgate, Gent. July 14. Snow & Co, College hill

Hayward, Jane Elizabeth, Cambridge villas, New Southgate. July 14. Snow & Co, College hill

Hill, George, Church rd, St George, Gloucester, Cooper. July 20. Sibly & Dickinson, Bristol

Hosack, John, Pump ct, Temple, Metropolitan Police Magistrate. Aug 1. Hancock & Marrable, New inn

James, Sarah, Cheltenham rd, Bristol. Aug 9. Wood, Wrington

Jowett, Thomas, Greengates rd, Apperley Bridge, York, Night Watchman. July 16. Morgan & Morgan, Bradford

Keay, William Davidson, Albert st, Camden Town, Commercial Clerk. July 31. Curtis & Hilton, Union ct

Larkins, Stephen Norwood, Dover, Cinque Ports Pilot. Aug 1. Lewis, Dover

Palliser, Joseph, Outram st, Darlington, Durham, Retired Grocer. July 16. Steavenson, Darlington

Parker, William, Willis st, Ashted, Birmingham, Chemist's Assistant. July 13. Brown & Co, Birmingham

Piggott, Edmund James, Oakley rd, Bromley, Kent, Corn Dealer. July 9 Latter & Willett, Bromley

Sadleir, Francis Digby Henry Winch, Hamsell st, Commission Agent. July 31. Nicol & Co, Lime st

Savage, John William, Hotham, East Riding, Joiner. July 17. Buckton & West, South Cave, East Yorks

SERRES, HELEN MARY, Palmerston rd, Southsea. July 12. Addison, Portsmouth
STOKES, MARY ELIZABETH, Barking Side, Essex. July 31. Blewitt & Tyler, Gracechurch st
VASEY, GEORGE, Randall st, Sheffield. July 31. Taylor, Sheffield
WINCH, WILLIAM RICHARD, Fenchurch st, Esq. July 31. Paine & Co, St Helen's place
WINCHESTER, JAMES MORGAN, Strathmore rd, Newsham Park, Liverpool, Tailor. July 31. Finnis & Wylie, Surrey st
WITT, AMY WOOLARD, Brookside, Cambridge. July 16. Witt, Chancery lane
YOUNG, GEORGE, Sandridge, St Alban's, Farmer. July 21. Brabant, St. Alban's

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, June 22.

RECEIVING ORDERS.

BECHERVAISE, HENRY, Leytonstone, House Agent High Court Pet June 4 Ord June 19
BRUCE, RICHARD, Convict in Wormwood Scrubbs Prison High Court Pet June 4 Ord June 19
COLLINS, CHARLES, Wharfdale rd, King's Cross, Baker High Court Pet May 30 Ord June 19
CORBETT, ARTHUR RICHARD, Wellingborough, Publican Northampton Pet June 18 Ord June 18
DANIELL, JAMES NEWTON, Southwark Park rd, Baker High Court Pet May 24 Ord June 19
DAVIES, MARY, Ynismedw, Glamorgan Neath Pet June 18 Ord June 18
DAVIES, MOSES, Swansea, Commission Agent Swansea Pet June 18 Ord June 18
DONALD, THOMAS, Guisborough, Yorks, Shoemaker Stockton on Tees and Middlesborough Pet June 18 Ord June 18
ELDRED, JOHN, Occold, Suffolk, Grocer Ipswich Pet June 18 Ord June 18
EYCK, MORRIS, Peterborough, Clerk Peterborough Pet June 19 Ord June 19
FINDLAY, WILLIAM, Brighton, Baker Brighton Pet June 1 Ord June 19
GARRATT, CHARLES, Balsall Heath, Worcester, Painter Birmingham Pet June 19 Ord June 19
HARPER, ROBERT CHARLES, Meadow row, New Kent rd, Public house Manager High Court Pet June 18 Ord June 18
HOLLAND, JAMES, Fairfield, nr Manchester, Tailor Manchester Pet June 9 Ord June 19
HUGHES, DAVID, Carmarthen, Weaver Carmarthen Pet June 18 Ord June 18
HUTCHINSON, ROWLAND, Nottingham, Firewood Dealer Nottingham Pet June 20 Ord June 20
JENNER, GERTRUDE, Cardiff, Spinster Cardiff Pet June 2 Ord June 15
JOHNS, ALFRED WERRY, Skipton, Yorks, Schoolmaster Bradford Pet June 19 Ord June 19
LATHAM, JOSEPH WILLIAM, Manchester, Cab Proprietor Manchester Pet June 20 Ord June 20
LESLIE, JOSEPH BLACKBURN, Sheffield, Chemist Sheffield Pet June 18 Ord June 18
MARCUS, SOLOMON WILLIAM, Stoke Newington rd, Dalston, Auctioneer High Court Pet June 20 Ord June 20
MITCHELL, ROBERT STEWART, Liverpool, Veterinary Surgeon Liverpool Pet June 19 Ord June 19
PANNELL, WALTER, and WALTER HENRY PANNELL, King's rd, Chelsea, Grocers High Court Pet June 19 Ord June 19
PRESTON, EMILY, Great Yarmouth, School Proprietress Great Yarmouth Pet June 19 Ord June 19
RATTY, JAMES HENRY, Plymouth, Tailor East Stonehouse Pet June 20 Ord June 20
RICHARDS, RICHARD, Pontypridd, Ale Dealer Pontypridd Pet June 20 Ord June 20
RICKARDS, R WINDSOR, Castlefield, nr Cardiff, Undergraduate Oxford Pet May 29 Ord June 20
SHIRLEY, JOHN, Windmill, nr Eyam, Derbyshire, Farmer Derby Pet May 31 Ord June 20
SINGLETON, JOHN, Kendal, Physician Kendal Pet June 18 Ord June 18
SLATER, RICHARD, Moss Side, nr Manchester, Cotton Agent Salford Pet June 4 Ord June 18
SLINGSBY, ROBERT, Lincoln, Photographer Lincoln Pet June 20 Ord June 20
SLOUGH, ALFRED EDWARD, and FREDERICK WILLIAM SLOUGH, Luton, Builders Luton Pet June 20 Ord June 20
SMITH, AUSTIN JAMES, Fenton, Staffordshire, Grocer Stoke upon Trent Pet June 18 Ord June 18
SOULE, GEORGE ROBERT, Kingston upon Hull, out of business Kingston upon Hull Pet June 20 Ord June 20
THOMAS, DAVID, Cardiff, Builder Cardiff Pet June 18 Ord June 18
TIDBALL, WILLIAM, Hawkridge, nr Dulverton, Farmer Exeter Pet June 18 Ord June 18
TOWNLEY, JOHN, Blackburn, Tobacconist Blackburn Pet June 9 Ord June 19
TUMMON, MATTHEW, St Stephens by Launceston, Cornwall, Farmer East Stonehouse Pet June 8 Ord June 19
WARD, JAMES WISEMAN, Otley, Yorks, Grocer Leeds Pet June 19 Ord June 19
WHITAKER, JOHN, Blackpool, Printer Preston Pet June 13 Ord June 18
WOOD, BENJAMIN THOMAS, and JOHN WILLIAM DIXON, Richmond rd, Hackney, Builders High Court Pet June 19 Ord June 20

RECEIVING ORDER RESCINDED.

PARNELL, GEORGE THOMAS, Sutton st, York rd, Lambeth, Engineer High Court Ord Nov 18 Resc June 8

FIRST MEETINGS.

AJAX, HOWELL, Cymmer, Glam, Shoemaker June 30 at 12 Off Rec, Merthyr Tydfil
BARTON, RICHARD, Fenchurch st, Boot Dealer June 29 at 11 33, Carey st, Lincoln's inn
BELLAMY, OSCAR, Nunhead lane, Peckham, Plumber June 29 at 12 33, Carey st, Lincoln's inn
BERLYN, SOLOMON, Luton, Furniture Dealer July 2 at 11 8, St Paul's sq, Bedford
BREWER, ALEXANDER, Liverpool, Tobacconist July 3 at 3 Off Rec, 35, Victoria st, Liverpool
DAVIES, EDWARD, Birmingham, Building Superintendent July 4 at 11 25, Colmore row, Birmingham
DAVIES, MOSES, Swansea, Commission Agent July 2 at 12 Off Rec, 6, Rutland st, Swansea
EDWARDS, THOMAS PRIESTLEY, Manchester, Stock Dealer July 3 at 12.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
ELDRED, JOHN, Occold, Suffolk, Grocer June 29 at 12.15 Off Rec, Ipswich
EYCK, MORRIS, Peterborough, Clerk July 3 at 12 Bankruptcy bldgs, Lincoln's inn fields
FAIRBAIRN, JOHN CLARK, Aberdare, Tobacconist June 29 at 3 Off Rec, Merthyr Tydfil
FARRIES, EDWIN JAMES, Finsbury pavement, Accountant June 29 at 12 33, Carey st, Lincoln's inn
FEARNS, FRANCIS, Bradford, Licensed Victualler July 3 at 12 Off Rec, Ogden's chmbrs, Bridge st, Manchester
GREENWOOD, JAMES, and THOMAS ROBINSON, Leeds, Cloth Finishers July 3 at 3 Off Rec, 22, Park row, Leeds
HARRISON, EDWIN, Leeds, Confectioner June 29 at 11 Off Rec, 22, Park row, Leeds
HETWOOD, THOMAS, Wolverhampton, Boot Manufacturer July 4 at 11 Off Rec, Wolverhampton
HIGMAN, JOSEPH, St Ervan, Cornwall, Farmer June 29 at 1.30 Red Lion Hotel, Fore st, St Columb Major
HOLLAND, JAMES, Fairfield, nr Manchester, Tailor July 3 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
HORRELL, GEORGE THOMAS, Gt Eastern st, Feather Merchant July 4 at 12 Bankruptcy bldgs, Lincoln's inn fields
INGRAM, DANIEL, Merthyr Tydfil, Grocer June 30 at 11 Off Rec, Merthyr Tydfil
JAUDEAU, MARIE JULIE, Brighton, Teacher of French June 29 at 3 Off Rec, 4, Pavilion bldgs, Brighton
JOHNS, ALFRED WERRY, Skipton, Yorks, Assistant Schoolmaster July 3 at 11 Off Rec, 31, Manor row, Bradford
JOHNSON, EDWARD, Gracechurch st June 29 at 2.30 33, Carey st, Lincoln's inn
JONES, DAVID, Troedyrhiw, Grocer July 2 at 2 Off Rec, Merthyr Tydfil
JONES, SAMUEL ALFRED, Sterndale rd, West Kensington, Commission Agent June 29 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
LOWATER, EDWIN, Nottingham, Hosier June 29 at 12 Off Rec, 1, High pavement, Nottingham
MATTHEWS, CHARLES, Wolverhampton, Iron Fencing Manufacturer July 4 at 3.30 Off Rec, Wolverhampton
REES, WILLIAM, Tonypandy, Glamorganshire, Grocer June 29 at 12 Off Rec, Merthyr Tydfil
RICH, THOMAS, and JOHN WOOLER, Hailsham, Sussex, Builders June 29 at 12 Star Hotel, Lewes
ROBERTS, HENRY THOMAS, and CHARLES ROBERTS, Haynes, Bedfordshire, Steam Cultivators July 2 at 1 8, St Paul's sq, Bedford
ROWE, ADOLPHUS, Churchfield rd, Acton, Baker June 29 at 11 No 16 Room, 30 and 31, St Swithin's lane
SINISTER, GEORGE, Gravelly Hill, Warwickshire, Bootmaker July 3 at 11 25, Colmore row, Birmingham
SHURLY, WILLIAM, New Windsor, Berks, Corn Merchant July 2 at 3 109, Victoria st, Westminster
SLATER, RICHARD, Moss Side, nr Merchant, Cotton Agent July 2 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester
STEEL, JOHN, Leeds, Draper June 29 at 12 Off Rec, 22, Park row, Leeds
STONE, G. J., and W. J. HAWES, Charterhouse st, Lamp Importers June 29 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
TIDBALL, WILLIAM, Hawkridge, nr Dulverton, Farmer July 2 at 3 Castle of Exeter, Exeter
TUMMON, MATTHEW, Launceston, Cornwall, Farmer July 3 at 3 White Hart Hotel, Launceston
WAINWRIGHT, JAMES, Mintern st, Hoxton, Cabinet Manufacturer June 29 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
WIBBERLEY, WILLIAM JAMES FREEMAN, Nottingham, Printer June 29 at 11 Off Rec, 1, High pavement, Nottingham
The following amended notice is substituted for that published in the London Gazette of June 8.
FRENCH, EDMUND OLIVER, Coventry, Commission Agent June 15 at 12 Edward Thomas Peirson, Off Rec, 17, Hertford st, Coventry
The following amended notice is substituted for that published in the London Gazette of June 12.
KELDAY, ARTHUR, WILLIAM CORNISH COOPER, and PERCY GILLING, Finsbury pavement, Auctioneers, &c. June 19 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

ADJUDICATIONS.

ALLEN, ROBERT THOMAS, Margate, Coal Merchant Canterbury Pet June 5 Ord June 20
BUTLER, WILLIAM, Newark upon Trent, Outfitter Nottingham Pet June 11 Ord June 18
COOKE, JOSEPH, Saltley, nr Birmingham, Coal Merchant Birmingham Pet June 16 Ord June 18
CORBETT, ARTHUR RICHARD, Wellingborough, Publican Northampton Pet June 18 Ord June 18
DARCH, HENRY, Gloucester, Fruiterer Gloucester Pet June 15 Ord June 19
DAVIES, MARY, Ynismedw, Glamorganshire Neath Pet June 18 Ord June 18
DICKENSON, WILLIAM, Accrington, Builder Blackburn Pet May 29 Ord June 18
DONALD, THOMAS, Guisborough, Yorks, Shoemaker Stockton on Tees and Middlesbough Pet June 18 Ord June 18
DUNSTON, WILLIAM, Brighton, Leatherseller Brighton Pet June 15 Ord June 18
ELDRED, JOHN, Occold, Suffolk, Grocer Ipswich Pet June 18 Ord June 18
EYCK, MORRIS, Peterborough, Clerk Peterborough Pet June 19 Ord June 19
FIELDING, JOSEPH, Blackburn, Mason Blackburn Ord June 18
FRYER, ELIZA ANN, Quedgeley, Gloucestershire, Widow Gloucester Pet May 29 Ord June 19
GRAHAM, WALTER, a Prisoner in Millbank High Court Pet May 17 Ord June 20
GREEN, JOHN, Leicester, Grocer Leicester Pet May 26 Ord June 20
GROCOTT, RICHARD HARRIS, Amherst rd, Stoke Newington, Mantle Manufacturer High Court Pet June 4 Ord June 18
GROOM, FRANK, residence unknown High Court Pet April 25 Ord June 16
HARPER, ROBERT CHARLES, Meadow row, New Kent rd, Public House Manager High Court Pet June 18 Ord June 18
HILBY, FREDERICK EDWARD, Stratford upon Avon, Licensed Victualler Warwick Pet May 29 Ord June 4
HILL, ZACHARIAH, Oadby, Leicester, out of business Leicester Pet June 12 Ord June 14
HUGHES, DAVID, Carmarthen, Weaver Carmarthen Pet June 18 Ord June 18
JOHNS, ALFRED WERRY, Skipton, Yorks, Assistant Schoolmaster Bradford Pet June 19 Ord June 19
KING, HENRY, Herne Bay, Hotel Keeper Canterbury Pet May 2 Ord June 18

KITCHING, THOMAS, Green lanes, Draper High Court Pet June 15 Ord June 19
LATHAM, JOSEPH WILLIAM, Manchester, Cab Proprietor Manchester Pet June 20 Ord June 20
LESLIE, JOSEPH BLACKBURN, Sheffield, Chemist Sheffield Pet June 18 Ord June 18
LEVY, LEWIS, Brunswick sq Retired High Court Pet May 18 Ord June 20
LOOG, HERMANN, London wall, Sewing Machine Maker High Court Pet May 30 Ord June 20
MARTIN, WILLIAM, and JOHN HENRY MARTIN, Market Harborough, Builders Leicester Pet May 29 Ord June 20
MAY, HENRY, Reading, Perambulator Manufacturer Reading Pet June 12 Ord June 19
MCCORMICK, MICHAEL, Swinton, Yorks, Horse Trainer Sheffield Pet June 7 Ord June 18
MILES, THOMAS, Leicester, Solicitor Leicester Pet May 29 Ord June 20
MITCHELL, ROBERT STEWART, Liverpool, Veterinary Surgeon Liverpool Pet June 16 Ord June 19
MORGAN, ROBERT JOHN, Exeter, Watchmaker Exeter Pet May 21 Ord June 20
MUNNS, FREDERICK JOHN, Nottingham, Shoemaker Nottingham Pet June 13 Ord June 18
NICHOLSON, WILLIAM, Lanchester, Durham, Auctioneer Durham Pet June 16 Ord June 19
SINGLETON, JOHN, Kendal, Physician Kendal Pet June 18 Ord June 18
SLATER, RICHARD, Moss Side, nr Manchester, Cotton Agent Salford Pet June 4 Ord June 19
SLOUGH, ALFRED EDWARD, and FREDERICK WILLIAM SLOUGH, Luton, Builders Luton Pet June 20 Ord June 20
SMITH, AUSTIN JAMES, Fenton, Staffordshire, Grocer Stoke upon Trent Pet June 18 Ord June 18
SOULE, GEORGE ROBERT, Kingston upon Hull, out of business Kingston upon upon Hull Pet June 20 Ord June 20
SPIER, ARTHUR, Walsall, Clothier Walsall Pet May 9 Ord June 20
SURTEES, THOMAS, Newcastle on Tyne, Butcher Newcastle on Tyne Pet June 11 Ord June 18
THOMAS, DAVID, Cardiff, Builder Cardiff Pet June 18 Ord June 18
TIDBALL, WILLIAM, Hawkridge, nr Dulverton, Farmer Exeter Pet June 18 Ord June 18
TILBURY, GEORGE, Ramsgate, Baker Canterbury Pet May 31 Ord June 20
WAGSTAFFE, WRIGHT, Bingley, Yorks, Grocer Bradford Pet May 19 Ord June 11
WARD, JAMES WISEMAN, Otley, Yorks, Grocer Leeds Pet June 19 Ord June 19
WHITE, WILLIAM, Felling, Durham, Grocer Newcastle on Tyne Pet June 12 Ord June 19
WHITEHEAD, RICHARD, Netherseal, Leicestershire, Farmer Burton on Trent Pet May 24 Ord June 18
WHITAKER, JOHN, Blackpool, Printer Preston Pet June 13 Ord June 18
WOOD, BENJAMIN THOMAS, and JOHN WILLIAM DIXON, Richmond rd, Hackney, Builders High Court Pet June 19 Ord June 20

London Gazette.—TUESDAY, June 26.

RECEIVING ORDERS.

ADSETT, THOMAS, High st, Guildford, Gunmaker Guildford and Godalming Pet June 13 Ord June 13
BLACKHURST, FREDERICK, Fleetwood, Lancs, Milliner Preston Pet May 19 Ord June 22
COLEMAN, JOHN, Aylestone, Leices, Baker Leicester Pet June 23 Ord June 23
CORRY, JOHN KENNEDY, Bradford, Leather Merchant Bradford Pet June 22 Ord June 22
DAW, WILLIAM, Norwich, Grocer Norwich Pet June 22 Ord June 22
DUNSCOMBE, MATTHEW WILLIAM, Bristol, Optician Bristol Pet June 23 Ord June 23
FAWCETT, WILLIAM, New Cavendish st, Portland pl, Salesman High Court Pet June 23 Ord June 23
FEARNSIDE, ALONZO, Earlsheaton, Yorks, Book Keeper Dewsbury Pet June 21 Ord June 21
GOODWIN, JOHN MORRIS, Glengall rd, Kilburn, Builder High Court Pet June 23 Ord June 23
GUDGIN, FRANK RICHARD, Shelton, Bedfordshire, Dealer Bedford Pet June 23 Ord June 23
HAMBY, ELIZABETH MARY, Ipswich, Confectioner Ipswich Pet June 22 Ord June 22
HANSON, LUTHER, Halifax, Electrical Engineer Halifax Pet June 23 Ord June 23
HARPER, JOHN, King's Lynn, Norfolk, Confectioner King's Lynn Pet June 21 Ord June 21
LEWIS, WILLIAM BOWIE, Fareham, Farmer Portsmouth Pet Dec 12 Ord June 14
LINGARD, CHARLES, Great Grimsby, Grocer Great Grimsby Pet June 22 Ord June 22
LIVERSEDGE, FRANK, York, Dealer in Drugs York Pet June 22 Ord June 22
MANN, JOHN PERCY, Oldham, Innkeeper Oldham Pet June 22 Ord June 22
OWEN, J. G., Vernon rd, Clapham rd, no occupation Wandsworth Pet May 30 Ord June 21
PHILLIPS, DANIEL, Llangeler, Carmarthen, Flannel Manufacturer Carmarthen Pet June 23 Ord June 23
SCATTERGOOD, ROBERT, Truro, Engineer Truro Pet June 22 Ord June 22
SMALDON, HARRY JAMES, and GEORGE ROSSITER SMALDON, Exeter, Builders Exeter Pet June 23 Ord June 23
SMITH, H. KINCAID, St Margaret's, Twickenham, Gent Brentford Pet May 11 Ord June 19
SMITH, JOHN, Leeds, Corn Miller Leeds Pet June 21 Ord June 21
STEEDS, JOHN PLAYSTED, Strand, Publisher High Court Pet June 22 Ord June 22
STOREY, ABRAHAM, Cross rd, Lower Clapton, Clerk High Court Pet June 21 Ord June 21
STOVELL, THOMAS, Cobham, Licensed Victualler Croydon Pet June 2 Ord June 20
STREDWICK, GEORGE, Heathfield, Sussex, Farmer Lewes and Eastbourne Pet June 23 Ord June 23
SWANE, JOHN MURRAY, Brighton, Corn Merchant Brighton Pet June 21 Ord June 21
TATE, GEORGE, Norwich, Sugar Baker Norwich Pet June 14 Ord June 21
TEMPERTON, EDWARD, and WILLIAM TEMPERTON, Kingston upon Hull, Builders Kingston upon Hull Pet June 22 Ord June 22
WALKER, WILLIAM, Colne, Lancashire, Cotton Manufacturer Burnley Pet June 22 Ord June 22
WARD, ALFRED, York, Tailor York Pet June 23 Ord June 23
WARD, ELEANOR MARGARET, Evesham, Worcestershire, Milliner Worcester Pet June 20 Ord June 20
YOUNG, FRANCIS EDWARD, Finsbury circus, Promoter of Public Companies High Court Pet March 19 Ord June 21

RECEIVING ORDER RESCINDED.

HENWOOD, GEORGE THOMPSON, Rochester, Clerk Rochester Ord June 4 Resc June 18

FIRST MEETINGS.

BENTLEY, JOHN, Bilsdale, Yorks, Farmer July 5 at 12 Golden Lion Hotel, Stokesley
BLACKHURST, FREDERICK, Fleetwood, Lancashire, Milliner July 4 at 3.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
CHAPMAN, WILLIAM HENRY, Queen's ter, Lower Woolwich rd, Plumber July 4 at 3 109, Victoria st, Westminster
DARBYSHIRE, JOSEPH, Kendal, Veterinary Surgeon July 7 at 11 37, Stramongate, Kendal
DAVIES, MARY, Ynismedw, Glamorganshire July 4 at 12 Off Rec, 6, Rutland st, Swansea
DIXON, JAMES, Kendal, Grocer July 7 at 11.30 37, Stramongate, Kendal
DONALD, THOMAS, Guisborough, Shoemaker July 6 at 11 Off Rec, 8, Albert rd, Middlesborough
DORMER, RICHARD, Garston, nr Liverpool, Analytical Chemist July 4 at 3 Off Rec, 35, Victoria st, Liverpool
DUNHILL, GEORGE THOMAS HAWLEY, Rotherham, Grocer July 5 at 3 Off Rec, Figtree lane, Sheffield
DUNSTON, WILLIAM, Brighton, Leather Seller July 4 at 12 Off Rec, 4, Pavilion bldngs, Brighton
FALLS, WILLIAM HAND, Liverpool, Grocer July 6 at 2.30 Off Rec, 35, Victoria st, Liverpool
GAUTBY, WILLIAM BURKILL, Brigg, Lincolnshire, Cabinet Maker July 4 at 12.30 Off Rec, 3, Haven st, Great Grimsby
GRAHAM, WALTER, a Prisoner in Millbank July 5 at 11 33, Carey st, Lincoln's inn
GROOM, FRANK, address unknown July 3 at 12 33, Carey st, Lincoln's inn
HARRIES, RICHARD EDWARD, Leeds, Woollen Manufacturer July 4 at 12 Off Rec, 22, Park row, Leeds
HOLMES, JOHN HENRY, Colwyn, Carnarvonshire, Chemist July 5 at 2.30 Bankruptcy Office, Crypt chbrs, Chester
HUGHES, DAVID, Carmarthen, Weaver July 6 at 11 Off Rec, 11, Quay st, Carmarthen
JEFFREY, ANDREW, Gloucester rd, South Kensington, Engineer July 4 at 12 33, Carey st, Lincoln's inn
LA CROIX, FREDERICK BRADFIELD, General Post Office, Clerk July 3 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
LATHAM, JOSEPH WILLIAM, Manchester, Cab Proprietor July 5 at 11.30 Off Rec Ogden's chmbrs, Bridge st, Manchester
LEWIS, WILLIAM BOWIE, Fareham, Farmer July 9 at 3 166, Queen st, Portsea
LIVERSEDGE, FRANK, York, Dealer in Drugs July 6 at 12 Off Rec, York
MANN, JOHN PERCY, Oldham, Innkeeper July 5 at 3 Off Rec, Priory chmbrs, Union st, Oldham
MAY, HENRY, Reading, Perambulator Manufacturer July 12 at 11 Queen's Hotel Reading
PRITCHARD, WILLIAM, Colwyn, Carnarvonshire, Car Proprietor July 4 at 4 Imperial Hotel, Colwyn Bay
ROBINSON, JAMES, Greenfield, Yorks, Finisher July 4 at 3 Off Rec, Priory chmbrs, Union st, Oldham
RUSSELL, REGINALD, Brighton, Gent July 3 at 3 Off Rec, 4, Pavilion bldgs, Brighton
SHIRLEY, JOHN, Windmill, nr Eyam, Derbyshire, Farmer July 4 at 2 Off Rec, St James's chmbrs, Derby
SIMPSON, HENRY, Kingston upon Hull, Fat Refiner July 3 at 12 Off Rec, Trinity House lane, Hull
STANLEY, JOHN, Winchcombe, Gloucestershire, Farmer July 5 at 11.15 County Court, Cheltenham
STEWART, RAYNHAM, Gt Tower st, Tea Dealer July 3 at 11 33, Carey st, Lincoln's inn
THOMAS, CHARLES HEALD, Gloucester, Bookseller July 3 at 3 Bell Hotel, Gloucester
TOWNLEY, JOHN, Blackburn, Tobacconist July 3 at 2 County Court, Blackburn
WALKER, REBECCA, Maidenhead ct, Aldersgate st, Shirt Manufacturer July 4 at 11 Bankruptcy bldgs, Lincoln's inn
WALLS, WILLIAM, Liverpool, Boot Dealer July 5 at 3 Off Rec, 35, Victoria st, Liverpool
WARD, ALFRED, York, Tailor July 6 at 1 Off Rec, York
WARD, AMOS, Leeds, Grocer July 4 at 11 Off Rec, 22, Park row, Leeds
WARD, ELEANOR MARGARET, Evesham, Worcester, Milliner July 4 at 11 Off Rec, Worcester
WARREN, THOMAS, Princes Risborough, Bucks, Surgeon July 6 at 12.30 Railway Tavern, Princes Risborough Station, Bucks
WHIFFIN, WILLIAM, Hadlow, nr Tunbridge, Farmer July 3 at 12 Off Rec, 4, Pavilion bldgs, Brighton
WILLIAMS, HENRY C, Portland rd, South Norwood, Furniture Dealer July 4 at 12 109, Victoria st, Westminster
WRIGHT, WILLIAM, and WILLIAM J SMITH, Charlotte st, Blackfriars rd, Builders July 5 at 12 33, Carey st, Lincoln's inn

ADJUDICATIONS.

BAYLIS, JOHN, Birmingham, Publican Birmingham Pet April 30 Ord June 21
BECHERVAISE, HENRY, Leytonstone, House Agent High Court Pet June 4 Ord June 22
BLACK, ROBERT, Whalton, Northumberland, Aerated Water Manufacturer Newcastle on Tyne Pet May 12 Pet June 21
CHAPMAN, WILLIAM HENRY, Queen's terr, Lower Woolwich rd, Plumber Greenwich Pet May 18 Ord June 20
COLEMAN, JOHN, Aylestone, Leicestershire, Baker Leicester Pet June 22 Ord June 23
COLLINS, CHARLES, Wharfdale rd, King's Cross, Baker High Court Pet May 30 Ord June 21
CORRY, JOHN KENNEDY, Bradford, Yorks, Leather Merchant Bradford Pet June 22 Ord June 22
DAVIES, BENJAMIN, Pentre, Glam, Draper Pontypridd Pet May 5 Ord June 13
DAVIES, MOSES, Swansea, Commission Agent Swansea Pet June 18 Ord June 20
DAW, WILLIAM, Norwich, Grocer Norwich Pet June 22 Ord June 23
DORMER, RICHARD, Garston, nr Liverpool, Analytical Chemist Liverpool Pet May 14 Ord June 22
EDWARDS, JAMES ALLON, Cadogan st, Cadogan sq, Chelsea, no occupation Kingston, Surrey Pet June 16 Ord June 21
FALLS, WILLIAM HAND, Liverpool, Grocer Liverpool Pet June 13 Ord June 21
GILLAM, WILLIAM, Kilburn pk rd, Gent High Court Pet Apr 16 Ord June 22
HAMBY, ELIZABETH MARY, Ipswich, Confectioner Ipswich Pet June 22 Ord June 22
HAYWARD, SAMUEL, Charlton, Kent, Merchant Greenwich Pet Feb 27 Ord June 19
HOLLAND, JAMES, Fairfield, nr Manchester, Tailor Manchester Pet June 9 Ord June 21
HUTCHINSON, ROWLAND, Nottingham, Firewood Dealer Nottingham Pet June 20 Ord June 20
JAUDEAU, MARIE JULIE, Brighton, Teacher of French Brighton Pet June 11 Ord June 21

LEVER, JOHN ORRELL, Worthing, Sussex, late M.P. Brighton Pet May 16 Ord June 21
LINGARD, CHARLES, Gt Grimsby, Lincs, Grocer Gt Grimsby Pet June 22 Ord June 22
LOWATER, EDWIN, Nottingham, Hosier Nottingham Pet June 14 Ord June 14
MARCUS, SOLOMON WILLIAM, Stoke Newington rd, Dalston, Auctioneer High Court Pet June 20 Ord June 20
MEW, GEORGE EDGAR, Kingston on Thames, Solicitor High Court Pet April 5 Ord June 22
PAULL, WILLIAM, Llanbadarnfawr, Cardiganshire, Farmer Aberystwith Pet May 30 Ord June 22
PHILLIPS, DANIEL, Llangeler, Carmarthenshire, Flannel Manufacturer Carmarthen Pet June 23 Ord June 23
PRESTON, EMILY, Gt Yarmouth, School Proprietress Gt Yarmouth Pet June 19 Ord June 23
RICHARDS, RICHARD, Pontypridd, Ale Dealer Pontypridd Pet June 20 Ord June 21
RUSSELL, REGINALD, Brighton, Gent Brighton Pet Feb 11 Ord June 23
RUTHERFORD, PATRICK, residence unknown, Tailor High Court Pet May 26 Ord June 21
SCATTERGOOD, ROBERT, Truro, Engineer Truro Pet June 22 Ord June 22
SIDDALL, GEORGE, Rochdale, Draper Oldham Pet June 15 Ord June 22
SMITH, JOHN, Leeds, Corn Miller Leeds Pet June 21 Ord June 21
STOREY, ABRAHAM, Cross rd, Lower Clapton, Clerk High Court Pet June 21 Ord June 21
SWANE, JOHN MURRAY, Brighton, Corn Merchant Brighton Pet June 21 Ord June 21
TATE, GEORGE, Norwich, Sugar Baker Norwich Pet June 14 Ord June 21
TEMPERTON, EDWARD, and WILLIAM TEMPERTON, Kingston upon Hull, Builders Kingston upon Hull Pet June 22 Ord June 22
THOMAS, CHARLES HEALD, Gloucester, Bookseller Gloucester Pet June 15 Ord June 23
TUMMON, MATTHEW, St Stephen's by Launceston, Cornwall, Farmer East Stonehouse Pet June 8 Ord June 20
WARD, ALFRED, York, Tailor York Pet June 23 Ord June 23
WHITE, BERTHA LYDIA, Huddersfield, Theatre Proprietor Huddersfield Pet June 9 Ord June 23
WIBBERLEY, WILLIAM JAMES FREEMAN, Nottingham, Printer Nottingham Pet June 14 Ord June 21

RECEIVING ORDER RESCINDED AND ADJUDICATION ANNULLED.
ELLIOT, JAMES, Olney st, Camberwell, Printer High Court Rec Ord and Adjud May 24 Rescis and Annul June 20

SALES OF ENSUING WEEK.

July 2.—Messrs. BAKER & SONS, at the Paxton Hotel, Dulwich, at 7 p.m., 50 Plots of Freehold Building Land (see advertisement, June 30, p. 4)
July 2.—Messrs. ELLIS & SON, at the Mart, at 2 p.m., Freehold Houses (see advertisement, June 23, p. 4).
July 2.—Messrs. S. WALKER & RUNTZ, at the Mart, at 2 p.m., Freehold Groundrents (see advertisement, June 16, p. 552).
July 3.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 p.m., Residential Estate, and Properties and Building Leases to be Let (see advertisement, June 2, p. 8).
July 3.—Messrs. HODGSON, at their Sale Rooms, 115, Chancery lane, at 1 o'clock, Law Books (see advertisement, June 30, p. 4).
July 3.—Messrs. PRICKETT, VENABLES, & CO., at the Mart, at 2 p.m., Residential Estate and Freehold Residence and Land (see advertisement, June 2, p. 12).
July 4.—Messrs. BAKER & SONS, at the Greyhound Hotel, Streatham, at 7 p.m., 60 Plots of Freehold Building Land (see advertisement, June 30, p. 4).
July 4.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 p.m., The Gatton Estate (see advertisement, June 23, p. 4).
July 4.—Messrs. HUMBERT, SON, & FLINT, at the Mart, at 1.30 p.m., Building Land and Freehold Residence (see advertisement, June 2, p. 12).
July 5.—Messrs. BRADEL & CO., at the Mart, at 1 o'clock, Freehold Property and Estate (see advertisement, June 2, p. 11).
July 5.—Mr. W. A. BLAKEMORE, at the Mart, E.C., at 2 p.m., Freehold Groundrents (see advertisement, June 30, p. 4).
July 5.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart E.C., 2 p.m., Freehold Properties (see advertisement, June 2, p. 9).
July 5.—Messrs. FOSTER & CRANFIELD, at the Mart, E.C., at 2 p.m., Absolute Reversions and Policies of Assurance (see advertisement, June 30, p 4).
July 6.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 p.m., Profit Rentals, Absolute Reversion, Freehold Residential Building, and House and Shop Property (see advertisement, June 30, p. 4).
July 6.—Messrs. FAREBROTHER, ELLIS, CLARK, & CO., at Seaford, at 3 p.m., Freehold Building Land and Leasehold Investment (see advertisement, June 2, p. 2, and June 23, p. 3).
July 6.—Messrs. JOHN DAWSON & SON, at the Mart, E.C., at 1 p.m., Tolls and Profits arising from the Wey Navigation from Guildford to Weybridge (see advertisement, June 30, p. 4).
July 6.—Messrs. NORTON, TRIST, & GILBERT, at the Mart, at 2 p.m., Freehold Ground-rents and a Residence (see advertisement, June 2, p. 10).

The Subscription to the SOLICITORS' JOURNAL *is—Town,* **26s. 6d.**; *Country,* **28s. 6d.**; *with the* WEEKLY REPORTER, **53s.** *Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth,* **2s. 6d.**, *half law calf,* **5s. 6d.**

CONTENTS.